



WASHOE COUNTY

"Dedicated To Excellence in Public Service"

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CM/ACM OK
Finance OK
DA OK
Risk Mgt. OK
HR N/A
Other N/A

STAFF REPORT

BOARD MEETING DATE: October 28, 2014

DATE: September 26, 2014
TO: Board of County Commissioners
FROM: Wendy Pitts, Property Program Manager,
Community Services Department, 328-2045, wpitts@washoecounty.us
THROUGH: Dave Solaro, Arch., P.E., Director
Community Services Department, 328-2040, dsolaro@washoecounty.us
SUBJECT: Approve a Revocable License Agreement between New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company ("Licensee"), and Washoe County ("Licensor") to allow New Cingular Wireless PCS, LLC to occupy a small portion of the property at 625 Mt. Rose Highway, for the purposes of locating, equipping and providing cellular connectivity equipment and services for area residents for an initial ten year term commencing upon certificate of occupancy. (Commission District 1.)

SUMMARY

In order to provide additional coverage for the Incline area residents, AT&T through its subsidiary, New Cingular Wireless PCS, LLC has approached Washoe County Sheriff and the Operations/Roads Division of the Community Services Department with a request to install a new cellular monopole at the County owned maintenance yard and Sheriff's substation site located at 625 Mt. Rose Highway, Incline Village, Nevada.

The proposed monopole will provide additional coverage for Incline Village residents and create a passive revenue opportunity for the Washoe County Roads Special Revenue fund. Staff from the Sheriff's Office, Community Services Department, and Technology Services has evaluated the site location request and has found no direct impact to Washoe County operations.

Washoe County Strategic Objective supported by this item: Sustainability of our financial, social and natural resources.

PREVIOUS ACTION

None for this location.

Many County facilities have cellular equipment and antennas under Revocable License Agreements. These sites usually have long-term agreements with annual increases which generate passive revenue streams, and provide connectivity for the area residents and staff.

AGENDA ITEM # 1403

BACKGROUND

The Board of County Commissioners has supported the generation of passive revenue by allowing buildings and properties to be available for cellular connectivity and antenna placement. The expansion of cellular services has provided a safer community through improved connectivity and the expansion creates additional jobs with the construction, maintenance and retail services that the cellular companies require.

The property located at 625 Mt. Rose Highway, has minimal residential neighbors and this location provides the necessary line of sight for the needs of the cellular provider's connectivity plan. The County site location offers a potential for future expansion in the number of antennas on the pole once it is installed which would provide Washoe County with additional revenue should any expansion occur.

New Cingular Wireless PCS, LLC, will need to apply for and receive a Special Use Permit and a Building Permit for this project from Washoe County. Approval of this revocable license agreement does not constitute approval of the project.

The Community Services and Technology Services Departments have reviewed, for impact to Washoe County operations, and approved the site plan, the equipment layout, the Radio Frequency Electromagnetic (RF EME) compliance standards and the licensed frequency channels to ensure there is no negative impact related to this request.

FISCAL IMPACT

The initial term of the Revocable License, is for a ten (10) year period commencing upon Certificate of Occupancy. The revenue for the initial year shall be \$26,400 and will increase 3% each year thereafter, during the initial term and any extensions thereof.

Year One	\$2,200.00 per month	\$26,400.00 annual
Year Two	\$2,266.00 per month	\$27,192.00 annual
Year Three	\$2,333.98 per month	\$28,007.76 annual
Year Four	\$2,403.99 per month	\$28,847.88 annual
Year Five	\$2,476.11 per month	\$29,713.32 annual
Year Six	\$2,550.39 per month	\$30,604.68 annual
Year Seven	\$2,626.90 per month	\$31,552.80 annual
Year Eight	\$2,705.70 per month	\$32,468.40 annual
Year Nine	\$2,786.87 per month	\$33,442.44 annual
Year Ten	\$2,870.47 per month	\$34,445.64 annual

The funds will be deposited into the General Fund in cost center/account 105000-483000, rental income.

RECOMMENDATION

It is recommended the Board of County Commissioners approve a Revocable License Agreement between New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company ("Licensee"), and Washoe County ("Licensor") to allow New Cingular Wireless PCS, LLC to occupy a small portion of the property at 625 Mt. Rose Highway, for the purposes of locating, equipping and providing cellular connectivity equipment and services for area residents for an initial ten year term commencing upon certificate of occupancy.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be:
"Move to approve a Revocable License Agreement between New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company ("Licensee"), and Washoe County ("Licensor") to allow New Cingular Wireless PCS, LLC to occupy a small portion of the property at 625 Mt. Rose Highway, for the purposes of locating, equipping and providing cellular connectivity equipment and services for area residents for an initial ten year term commencing upon certificate of occupancy."

REVOCABLE LICENSE AGREEMENT

1) PARTIES

This Revocable License Agreement ("License") is entered into between Washoe County, a political Subdivision of the State of Nevada, (Licensor"), or its assigns, and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Licensee").

In consideration of the mutual promises and covenants contained in this License, the sufficiency of which is hereby acknowledged, the parties agree as follows:

2) GRANT OF LICENSE; DESCRIPTION OF PREMISES

Licensor hereby grants to Licensee a non-exclusive revocable license (the "License") for the sole and exclusive purpose to erect, install, operate, replace but only on a like for like basis, repair and maintain certain improvements for transmission and reception for a personal communications service system facility (the "PCS facilities"), as described in Licensee's site plan, submitted to Licensor's Community Services Department, and shown on attachment "Exhibit B" as submitted (CNU6217/Incline Village Crystal Bay), incorporated herein by reference, for use of approximately 1,301 square feet of space located within Licensor's Maintenance yard property, (the "Premises") located at 625 Mt. Rose Highway, Incline Village, Washoe County, Nevada 89451 APN# 124-032-34 and legally defined on attachment "Exhibit A" (the "Property"). Licensee shall confirm the site layout as proposed does not conflict with the on-site appurtenances prior to execution. This License is hereby granted to Licensee exclusively, and is subject to the terms and conditions and for the limited purposes stated herein; provided, however, that Licensee's authorized access, use and activities do not, as reasonably determined by Licensor, cause waste to, or impair, impede or in any manner disrupt the use of, the Property and/or Premises in delivering public works or public safety services to the residents of Incline Village, Washoe County or the performance of any governmental function.

3) LICENSOR'S RIGHT OF REVOCATION

The License does not imply or create any interest in favor of Licensee in the real Property or the Premises. Licensee acknowledges this License may be revoked or

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terminated by Licensor, at any time, for any reason, with or without cause, in Licensor's sole discretion. This License may be terminated for the convenience of Licensor upon One Hundred Eighty (180) days written notice to Licensee.

4) NO PAYMENT ON REVOCATION

If the License is revoked pursuant to Licensor's right of revocation provided in paragraph 3, Licensor shall not be obligated nor required to pay or compensate Licensee in any manner for any costs, expenses or damages incurred by Licensee, including, but not limited to Licensee's costs, fees and expenses incurred in the removal, reconstruction, reinstallation or relocation of the PCS facilities.

5) LICENSE TERM

The term of this License (the “Initial Term”) is ten (10) years, commencing upon Licensee’s receipt of a Washoe County Certificate of Occupancy (the “Commencement Date”) and terminating ten (10) years after that date; said commencement date will be memorialized by a Letter of License Commencement provided by Licensor upon completion of the construction elements; and subject to the provisions of Paragraph 3 of the License, this License will be automatically renewed for four (4) additional terms of five (5) years each (“Renewal Term”), unless Licensor revokes this License in accordance with this agreement or Licensee provides Licensor with notice of its intention not to renew, not less than 90 days prior to the expiration of any Renewal Term, or as otherwise provided to Licensor within Paragraph 3 above.

6) USE OF PREMISES; LIMITATION TO DESCRIBED PURPOSE;

IMPROVEMENTS

- A. Licensee may use the Premises for the sole and limited purpose of installing a new monopine antenna structure, with all transmission and reception equipment for the PCS facilities, subject to all zoning and code compliance issues. The PCS facilities are expressly limited to those set forth in the Site

Plans in Exhibit B, and may not be expanded without prior written consent of Licensors and renegotiation of the Monthly License Fee set forth in Section 8.

- B. Licensee shall, at its own cost and expense, place and maintain the PCS facilities on the Premises, at the location identified by Licensee. While the Property and the Premises described above remain the exclusive property of Licensors, the PCS facilities shall remain the exclusive property of Licensee, and Licensee shall have the right to remove or replace with comparable equipment all or any portion of the PCS facilities during the term of the License, provided no expansion of the PCS facilities occurs. Following the revocation or termination of the License, Licensee shall restore the Premises to their original condition, reasonable wear and tear excepted.
- C. Licensee agrees to include Licensors's Operations/Engineering Division in a preconstruction conference and shall provide a minimum of two (2) week notice prior to any construction beginning to ensure Licensors has an inspector present to confirm there is no damage to the Premises during the installation or upgrade activities. Licensee shall post notices to identify any site alterations and shall require prior notice, and Licensee shall contact Licensors's Community Services Department at (775) 328-2040 and request an engineering review for compliance with any modifications.
- D. Licensee is prohibited from encumbering the Property or this license agreement to fulfill any of its fiscal obligations.

7) COOPERATION

During the Initial Term and/or any Renewal Terms, Licensors agrees to cooperate with Licensee in obtaining and maintaining, at Licensee's sole expense, all license and permits required for Licensee's use of the Property and the Premises (the "Governmental Approvals") and Licensors agrees to allow Licensee to perform reasonable surveys, soils testing, and other engineering procedures on, under and over the Property necessary to determine that the Property, and the Premises will be acceptable to Licensee's

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engineering specifications, system design and the Governmental Approvals. Copies of reports that contain such findings shall be provided as soon as reasonably practicable to Licensor, as well.

8) LICENSE FEES

- A. Effective upon Commencement Date, the Monthly License Fee will be as follows for the periods shown below, and will include a 3% annual increase in each anniversary thereafter, during the original term and any extensions thereof:

Year One	\$2,200.00 per month	\$26,400.00 annual
Year Two	\$2,266.00 per month	\$27,192.00 annual
Year Three	\$2,333.98 per month	\$28,007.76 annual
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Year Nine	\$2,786.87 per month	\$33,442.44 annual
Year Ten	\$2,870.47 per month	\$34,445.64 annual

The Monthly License Fee shall be payable in advance to Licensor at the following address: Washoe County P.O. Box 11130, Reno, NV 89520 Attn: Community Services Dept. c/o Treasurer's Office, or as Licensor may otherwise direct from time to time in writing at least sixty (60) days prior to any license fee payment due date. If the Commencement Date is other than on the first day of a month, the Monthly License Fee shall be prorated for the first month for the number of days from the Commencement Date to the end of the month. Any Monthly License Fees that are paid after the 5th of the month shall include a 15% late fee.

- B. If the License is revoked or terminated at a time other than on the last day of a month, the Monthly License Fee shall be prorated as of the date of revocation or termination and, in the event of termination for any reason other than nonpayment of the Monthly License Fee, all prepaid Monthly License Fees shall be refunded to Licensee.

9) ANNUAL ESCALATOR

On the anniversary of the Commencement Date and on each annual anniversary thereafter during the Initial Term and each annual anniversary of the Renewal Term, the Monthly License Fee will be increased by three percent (3%) of the Monthly License Fee payable during the previous year as reflected in Section 8 (A) above for the Initial term and any Renewal term(s) thereafter.

10) UTILITIES

Licensee shall be responsible, at its sole expense, for installing separate utilities for power and telco services (the "Utilities") to the Property and the Premises and shall pay all costs and bills associated therewith directly to the appropriate utility companies. Licensor will cooperate with Licensee in Licensee's efforts to obtain the Utilities including signing any reasonably required easement or other instrument in favor of a utility company providing such services. Prior to any installation or construction of these or any modifications of the equipment, Licensee must submit an engineering plan including drawings and specification, and an updated RF frequency study to the Licensor for its approval, said approval shall not be unreasonably withheld.

11) LICENSOR'S USE OF UTILITIES

If the Utilities are installed pursuant to Section 10, Licensor shall have the right to utilize such services for its own purposes upon making appropriate arrangements with the providers of such services and paying its own costs and bills.

12) TAXES

Licensee shall pay all personal property taxes assessed on the PCS facilities.

13) ACCESS

Licensor shall provide Licensee reasonable ingress and egress to, and access over and under, the Property. Licensor shall provide Licensee access to the Premises, twenty-four (24) hours per day, seven (7) days per week during the Initial Term or any Renewal Term, at no additional charge to Licensee. Licensee shall inform Licensor twenty-four (24) hours in advance, either by voicemail or email of their intent to enter the site unless due to an emergency issue and then Licensee shall provide notice as soon as possible, thereafter. Signage will be posted on the Premises which will provide contact numbers for both the Licensor and Licensee.

14) INDEMNITY AND HOLD HARMLESS

- A. Licensee shall indemnify, defend, and hold Licensor harmless from and against any costs, claims, damages or liability created by the actions or inactions of Licensee, its employees, officers, or agents related to this License. Licensor shall have no responsibility for the actions or inactions of Licensee, its employees, officers, or agents.
- B. Licensor shall indemnify, defend, and hold Licensee harmless from and against any liability created by the actions or inactions of Licensor, its employees, officers, or agents. Licensor does not waive and will assert pursuant to NRS Chapter 41 all liability limitations and defenses in all cases.
- C. Licensor shall provide for the financial obligations related to its actions through a program of self-insurance as allowed by statute.

15) INSURANCE

A. Licensee shall maintain commercial general liability (“CGL”) insurance in an amount of \$2,000,000.00 combined single limit per occurrence and in the aggregate for bodily injury and property damage, with a certificate of insurance to be furnished to

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Licensors within thirty (30) days of final date of execution, no activities shall commence by Licensee until the Insurance certificate is approved by Licensors. Licensee's CGL insurance shall contain a provision including Licensors as an additional insured.

- B. Licensee shall maintain auto liability insurance in an amount of \$1,000,000.00 combined single limit per accident for bodily injury and property damage, with a certificate of insurance to be furnished to Licensors within (30) days from the Commencement Date. No aggregate limit may apply.
- C. It is understood and agreed that there shall be no industrial insurance coverage provided for Licensee or any employee or sub-contractor by Licensors. Licensee agrees as a pre-condition to the performance of any work at the Property, Premises or PCS facilities by Licensee to comply with industrial insurance requirements in accordance with NRS 616b.627 and NRS 617.210.
- D. Notwithstanding the foregoing, Licensee shall have the right to self-insure the coverages required in Subsection (A) and (B) under the same terms and conditions as outlined above.

16) DESTRUCTION OF PROPERTY

If the Property or Premises are destroyed or damaged to an extent that hinders the effective use of the PCS facilities, Licensee may elect to terminate this License as of the date of the damage or destruction by written notice to Licensors within thirty (30) days following the date of such destruction or damage. In such event, all rights and obligations of the parties shall cease as of the date of the destruction or damage, and Licensee shall be entitled to reimbursement of any Licensee Fee prepaid by Licensee.

17) HAZARDOUS SUBSTANCE

Licensors represent that it has no knowledge of any substance, chemical or waste (collectively, "Substance") on the Property that is identified as hazardous, toxic or

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dangerous in any applicable federal, state or local law or regulation. Licensee will not introduce or use any such Substance on the Property in violation of any applicable law.

18) NOTICES

All notices, requests, demands or other communications with respect to the License, whether or not herein expressly provided for, shall be in writing and shall be delivered either (i) first-class certified or registered mail, postage prepaid, return receipt requested; or (ii) nationally recognized overnight courier service, postage prepaid, to be effective when properly sent and received, refused or returned undelivered, and sent to the parties at the following addresses (such addresses may be changed by either party by giving written notice thereof to the other):

Licensor:	Washoe County Community Services Department Attn: Property Program Manager P.O. Box 11130 Reno, Nevada 89520 Phone: 775-328-2045
With a copy to:	Washoe County Community Services Department Operations Division 3101 Longley Lane Reno, NV 89502
Licensee:	New Cingular Wireless PCS, LLC Attn: Network Real Estate Administration Re: Cell Site #: CNU6217 Search Ring Name: Incline Village – Crystal Bay Cell Site Name: Incline Village – Crystal Bay (NV) Fixed Asset No.: 10151384 575 Morosgo Drive NE Suite 13F, West Tower Atlanta, GA 30324
With a copy to:	New Cingular Wireless PCS, LLC Attn: AT&T Legal Dept – Network Operations Re: Cell Site #: CNU6217 Search Ring Name: Incline Village – Crystal Bay Cell Site Name: Incline Village – Crystal Bay (NV) Fixed Asset No.: 10151384 208 S. Akard Street Dallas, Texas 75202-4206

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19) TERMINATION BY LICENSEE

Subject to the rights provided to Licensor in Section 3 above, this License may be terminated by Licensee without penalty or further liability with ninety (90) days prior written notice: (a) at the end of the Initial Term or any Renewal Term; (b) upon a default of any covenant or term hereof by Licensor, which default is not cured within sixty (60) days of receipt of written notice of default without, however, limiting any other rights available to either party pursuant to any other provisions of this License; (c) if Licensee is unable to obtain or maintain any license, permit or other Governmental Approval necessary to the construction and/or operation of the PCS facilities or the Licensee's business; (d) if the Property or Premises are or become unacceptable under Licensee's design, and/or engineering specifications for the PCS facilities.

20) TEMPORARY FACILITIES

If any improvements or repairs to the Property or Premises by Licensor require removal of the PCS facilities by Licensee and the installation of temporary PCS facilities are feasible and approved by Licensor, then Licensee shall be solely responsible for all costs incurred in the construction and installation of such temporary facilities.

21) TRANSFER, ASSIGNMENT OR SUBLICENSE

A. Successors/Assignment. This License shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Licensor may assign at will, to its successors and assigns all of its liabilities, rights, duties and obligations under this License. Licensee will have the right to assign or transfer its interest under this License without the approval or consent of Licensor, **only** to (i) Licensee's Affiliate, or (ii) to any entity which acquires all or substantially all of the Licensee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. Otherwise, Licensee shall be prohibited from assigning its rights, duties and obligations hereunder to a third party, unless Licensor or its authorized designee

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consents to such assign in advance in writing, which consent may be withheld for any reason, with or without cause, in Licensor's sole discretion.

B. Except to Licensee's Affiliate, Licensee shall not have the right to sublicense all or any part of its rights and obligations hereunder.

C. Any Assignment request requiring Licensor's consent shall include a \$10,000 document processing and inspection fee for any modification to this agreement to compensate Licensor for the document modification request.

22) WAIVER OF LIEN

Licensor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the PCS facilities or any portion thereof which shall be deemed personal property for the purpose of the License, regardless of whether or not same is deemed real or personal property under applicable laws, and Licensor gives Licensee the right to remove all or any portion of same from time to time in Licensee's sole discretion without Licensor's consent.

23) FEDERAL REGULATIONS & INTERFERENCE

Licensee warrants that it shall comply with all Federal regulations, including but not limited to all rules and regulations of the Federal Communications Commission, in the operation and maintenance of the PCS facilities. Licensee further warrants it shall comply with all safety data recommendations related to RF frequency loads and notification signage as determined by Licensee's AT&T RF EME Compliance Report CASPR# 3701498477 dated August 5, 2013, and attached as Exhibit C, hereto.

Licensee agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of Licensor. In the event any after-installed Licensee's equipment causes such interference, and after Licensor has notified Licensee, in writing of such interference, Licensee will take all commercially reasonable steps necessary to correct or eliminate the interference, including but not limited to, at Licensee's option, powering down such equipment and later powering up such equipment for intermittent

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testing. In no event will Licenser be entitled to terminate this License or relocated the equipment as long as Licensee is making a good faith effort to remedy the interference issue.

Licenser, agrees that Licenser and/or any other assigns of the Property who in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of Licensee.

24) CONDEMNATION

If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's determination, to render the Property unsuitable for the use which Licensee was then making of the Property, this License shall terminate as of the date the title vests in the condemning authority.

25) GOVERNING LAW AND VENUE; ATTORNEY'S FEES

The parties hereby acknowledge and agree that this License shall be governed, construed and enforced under the laws of the State of Nevada. The parties hereby consent to exclusive venue in Washoe County, Nevada.

Should either party hereto institute any legal action or proceeding of any kind to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this License, neither party shall be entitled to recover any amount as a reasonable attorney's fee, for any reason, even if said party is deemed to be the prevailing party in such action or proceeding. Costs of suit may be awarded as allowed by law.

26) TITLE AND QUIET ENJOYMENT

Licenser represents and agrees (a) that it is the owner of the Property; (b) that it has the right to enter into this License; (c) that the person signing this License has the authority to sign; (d) that Licensee is entitled to quiet use of the Premises throughout the

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Initial Term and any Renewal Term(s) subject to the terms of this License; (e) that Licensors shall not have unsupervised access to the PCS equipment, other than for visual inspection only; (f) Licensee agrees this License is provided for the specific purpose of providing cellular connectivity and equipment; (g) Licensee acknowledges this Revocable license is a personal right to use the real property and cannot be transferred to another entity except pursuant to Paragraph 21A above, and further the license will automatically terminate upon any attempt to transfer this License right without Licensor prior approval except pursuant to Paragraph 21A above), (h) the Licensor does not give up any of its right to use the Property in any way that does not interfere with Licensee's use and enjoyment.

27) DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Licensee certifies to the best of its knowledge and belief that it and its principals and agents:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (federal, state, or local) with commission of any of the offenses enumerated in Section (B) of this certification; and
- D. Have not within a three-year period preceding this License had one or more public transactions (federal, state, or local) terminated for cause or default. I

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understand that a false statement on this certification may be ground for rejection of this License. In addition, under 18 SUC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

28) REMOVAL AT END OF TERM

Licensee shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the License, remove its buildings(s), antenna structure(s), (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. Licensors agree and acknowledges that all of the equipment, conduits, fixtures and personal property of Licensee shall remain the personal property of Licensee and Licensee shall have the right to remove the same at any time during the Term, whether or not said, items are considered fixtures and attachments to the real property under applicable Laws. If such time for removal causes Licensee to remain on the Premises after termination of this License, Licensee shall pay the Monthly License Fee at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixture and all personal property are completed.

29) ENTIRE LICENSE

This License shall constitute the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings between the parties of any kind other than as set forth herein.

30) MEMORANDUM OF LICENSE

Licensors agree to execute a recordable Memorandum of License in the form set forth in Exhibit D attached hereto, and incorporated herein.

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31) MODIFICATION

Any modification of, or amendment to, this License must be in writing and executed by both parties.

32) SEVERABILITY OF PROVISIONS

If any term of this License is found to be void or invalid, such invalidity shall not affect the remaining terms of this License, which shall continue in full force and effect.

LICENSOR: Washoe County, a political subdivision of the State of Nevada

By _____ Date: _____, 2014
David Humke, Chairman
Washoe County Commission

LICENSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Name: _____

Its: _____

Date: _____, 2014

[ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE]

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LICENSOR ACKNOWLEDGEMENT:

STATE OF NEVADA)
COUNTY OF WASHOE)

On this _____ day of _____, 2014 before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared _____, known to me to be the person described herein and who executed the foregoing instrument and who acknowledged to me that he/she executed the same freely and voluntarily on behalf of **Licensors**, for the uses and purposes therein mentioned.

Notary Public

LICENSEE ACKNOWLEDGMENT

State of California)
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A

Description of Property

The Property is legally described as follows:

The land referred to herein is situated in the State of Nevada, County of Washoe, described as follows:

The land referred to herein is situated in the State of Nevada, County of Washoe, described as follows:

That portion of the S 1/2 of the NW 1/4 of Section 16, T 16 N, R 18 E, M.D.B.&M., County of Washoe, State of Nevada, being more particularly described as follows:

Start on the Southeasterly right of way line of State Highway Route No. 27 at a point 100 feet right of Highway Engineer's Station "L" 31/80.00 P.O.S.T., the TRUE POINT OF BEGINNING, from whence the W 1/2 section corner of said Section 16, bears South 71°12'38" West 1209.80 feet; thence South 51°54'15" East 283.45 feet along the centerline of a 60 foot access road easement to the beginning of a curve to the left having a radius of 125.00 feet and a total curvature of 72°46'41"; thence along the curve and the said centerline of the access road easement a distance of 158.78 feet to its point of tangency; thence North 55°19'04" East 242.79 feet along the said centerline of the access road easement to a point; thence South 5°22'32" East 477.57 feet along the centerline of a 30 foot water line easement to the beginning of a curve to the right having a radius of 19,930.00 feet and a total curvature of 0°47'48" from a back tangent bearing South 83°02'13" East; thence along the curve a distance of 277.12 feet to its point of tangency; thence North 82°14'25" West 437.00 feet to the beginning of a curve to the right having a radius of 125.00 feet and a total curvature of 123°02'21" thence along the curve a distance of 268.43 feet to the Southeasterly right of way line of State Highway Route No. 27 and the beginning of a curve to the left having a radius of 1,566.80 feet and a total curvature of 3°11'56"; thence along the curve and the said Southeasterly right of way line a distance of 87.48 feet to its point of tangency; thence North 37°36'00" East 187.80 feet along the said Southeasterly right of way line to the true point of beginning.

APN: 124-032-34

Market: Northern California
Cell Site No.: CNU6217
Search Ring Name: Incline Village – Crystal Bay
Cell Site Name: Incline Village – Crystal Bay (NV)
Fixed Asset No.: 10151384
Address: 625 Mt. Rose Highway, Incline Village, NV 89451
07.09.14 FINAL

EXHIBIT B

The Premises are described and/or depicted as follows:

[Site Plan Dated June 11, 2014, Prepared by Jeffrey Rome & Associates,
Appears on the following Twelve (12) Pages]



at&t

NOTE: EROSION CONTROL PLAN DETAILS WILL BE PROVIDED ON THE FINAL CONSTRUCTION PLANS.

SITE NUMBER: CNU6217
SITE NAME: INCLINE VILLAGE - CRYSTAL BAY

625 MT. ROSE HIGHWAY
INCLINE VILLAGE, NEVADA 89451
JURISDICTION: WASHOE COUNTY / TRPA

SITE TYPE: MONOPINE /SHELTER

SPECIAL INSPECTIONS

1	CONCRETE
2	1.1.1. CONCRETE
3	1.1.2. CONCRETE
4	1.1.3. CONCRETE
5	1.1.4. CONCRETE
6	1.1.5. CONCRETE
7	1.1.6. CONCRETE
8	1.1.7. CONCRETE
9	1.1.8. CONCRETE
10	1.1.9. CONCRETE
11	1.1.10. CONCRETE
12	1.1.11. CONCRETE
13	1.1.12. CONCRETE
14	1.1.13. CONCRETE
15	1.1.14. CONCRETE
16	1.1.15. CONCRETE
17	1.1.16. CONCRETE
18	1.1.17. CONCRETE
19	1.1.18. CONCRETE
20	1.1.19. CONCRETE
21	1.1.20. CONCRETE
22	1.1.21. CONCRETE
23	1.1.22. CONCRETE
24	1.1.23. CONCRETE
25	1.1.24. CONCRETE
26	1.1.25. CONCRETE
27	1.1.26. CONCRETE
28	1.1.27. CONCRETE
29	1.1.28. CONCRETE
30	1.1.29. CONCRETE
31	1.1.30. CONCRETE
32	1.1.31. CONCRETE
33	1.1.32. CONCRETE
34	1.1.33. CONCRETE
35	1.1.34. CONCRETE
36	1.1.35. CONCRETE
37	1.1.36. CONCRETE
38	1.1.37. CONCRETE
39	1.1.38. CONCRETE
40	1.1.39. CONCRETE
41	1.1.40. CONCRETE
42	1.1.41. CONCRETE
43	1.1.42. CONCRETE
44	1.1.43. CONCRETE
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46	1.1.45. CONCRETE
47	1.1.46. CONCRETE
48	1.1.47. CONCRETE
49	1.1.48. CONCRETE
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88	1.1.87. CONCRETE
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95	1.1.94. CONCRETE
96	1.1.95. CONCRETE
97	1.1.96. CONCRETE
98	1.1.97. CONCRETE
99	1.1.98. CONCRETE
100	1.1.99. CONCRETE
101	1.1.100. CONCRETE

CONSULTANT TEAM

CLIENTS REPRESENTATIVE:

ERICSSON INC.

8140 STONERIDGE WALK ROAD

FOLSOM, CALIFORNIA 95630

PHONE: (916) 977-9443

STREAMLINE ENGINEERING AND DESIGN, INC.

131 INNOVATION DRIVE

SUITE 100

CLARK COUNTY, NEVADA 89451

PHONE: (702) 324-4338

FAX: (702) 324-4338

CONTACT: ROBIN NELSON

LAND SURVEYOR:

CLARK COUNTY, NEVADA 89451

PHONE: (702) 324-4338

FAX: (702) 324-4338

CONTACT: RAYMOND GONZALEZ

DEVELOPMENT SUMMARY

APPLICANT:

AT&T MOBILITY

131 INNOVATION DRIVE, SUITE 100

CLARK COUNTY, NEVADA 89451

PHONE: (702) 324-4338

FAX: (702) 324-4338

CONTACT: ROBIN NELSON

PROJECT ADDRESS:

625 MT. ROSE HIGHWAY

INCLINE VILLAGE, NEVADA 89451

OTHER ON-SITE TELECOM FACILITIES:

ASSESSORS PARCEL NUMBER:

119-58-12.32-35

LOCATION:

119-58-12.32-35

LAND/USE TYPE:

6444.50' ASHL

GROUND ELEVATION:

PUBLIC AND SEMI-PUBLIC FACILITIES

EXISTING ZONING:

1.501 SQUARE FEET

PROPOSED TYPE OF CONSTRUCTION:

TYPE V-B

PROPOSED OCCUPANCY:

5-2

LOCAL AGENCY (TRPA):

WASHOE COUNTY

SHEET INDEX

T-1	TITLE SHEET
C-1	SITE SURVEY (FOR REFERENCE ONLY)
C-2	SITE SURVEY (FOR REFERENCE ONLY)
C-3	WONDSHEET PROPOSED LAND COVER
A-0	SITE PLAN
A-1	ENLARGED SITE PLAN
A-2	ENLARGED SITE PLAN AND ANTENNA PLANS
A-3	EAST ELEVATION
A-4	NORTH ELEVATION
A-5	WEST ELEVATION
A-6	DETAILS

APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:

INTERNATIONAL BUILDING CODE, 2009 EDITION

INTERNATIONAL MECHANICAL CODE, 2009 EDITION

INTERNATIONAL ELECTRICAL CODE, 2009 EDITION

IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL

ACCESSIBILITY DISCLAIMER

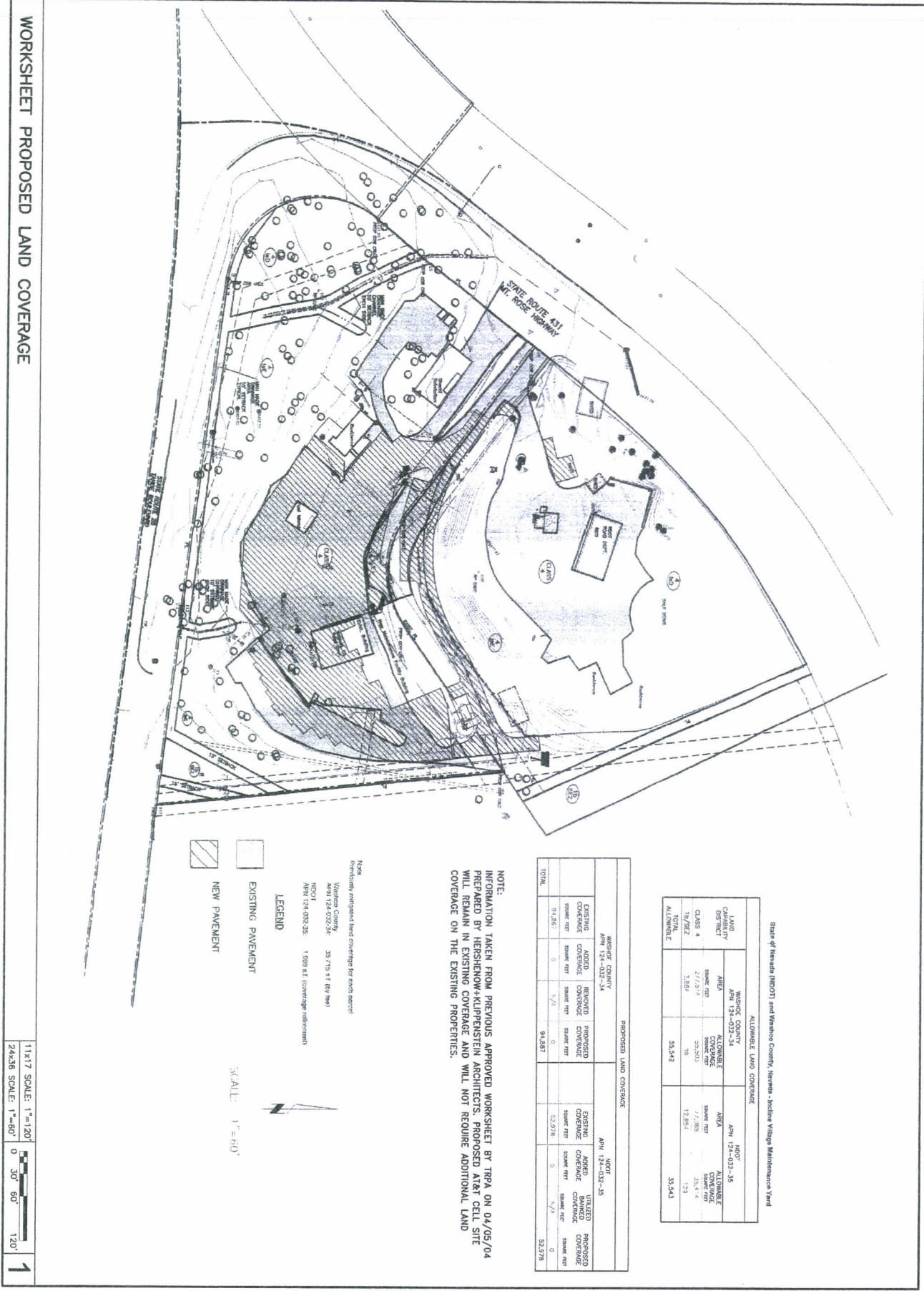
THIS PROJECT IS AN UNLICENSED WIRELESS TELECOMMUNICATIONS FACILITY IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS.

SCALE

THE DRAWING SCALES SHOWN IN THIS SET REPRESENT THE CORRECT SCALE ONLY. THE DRAWING SCALES SHOWN IN THIS SET REPRESENT THE CORRECT SCALE ONLY. THE DRAWING SCALES SHOWN IN THIS SET REPRESENT THE CORRECT SCALE ONLY. THE DRAWING SCALES SHOWN IN THIS SET REPRESENT THE CORRECT SCALE ONLY.

TITLE SHEET

T-1



WORKSHEET PROPOSED LAND COVERAGE

11x17 SCALE: 1"=120'
24x36 SCALE: 1"=60'
0 30' 60' 120'
1

ALLOWABLE LAND COVERAGE			
WASCO COUNTY		INDOT	
LAND	AREA	AREA	AREA
CARAVANITY	APN 124-032-34	APN 124-032-35	APN 124-032-36
OS TRACT	AREA 1	AREA 2	AREA 3
CLASS 4	19,782	19,782	19,782
TOTAL	19,782	19,782	19,782
ALLOWABLE	55,542	55,542	55,542

PROPOSED LAND COVERAGE			
WASCO COUNTY		INDOT	
EXISTING	ADDED	EXISTING	ADDED
COVERAGE	COVERAGE	COVERAGE	COVERAGE
square feet	square feet	square feet	square feet
9,186	0	9,186	0
TOTAL	9,186	9,186	0

NOTE:
INFORMATION TAKEN FROM PREVIOUS APPROVED WORKSHEET BY TRPA ON 04/05/04
PREPARED BY HERSHENOW+KLEPSTEIN ARCHITECTS. PROPOSED AT&T CELL SITE
WILL REMAIN IN EXISTING COVERAGE AND WILL NOT REQUIRE ADDITIONAL LAND
COVERAGE ON THE EXISTING PROPERTIES.

LEGEND
EXISTING PAVEMENT
NEW PAVEMENT
SCALE: 1" = 60'

Jeffrey Rome | ASSOCIATES
architecture | telecommunications
131 Innovation Drive, Suite 100
Irvine, CA 92618
Tel: 949.259.1100 | Fax: 949.259.1101

PROFESSIONAL INFORMATION
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OR BY ANY INFORMATION STORAGE AND
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ASSOCIATES, INC.

PREPARED FOR
at&t
2600 Camino Real, Suite 100
San Ramon, California 94583

APPROVALS

R.F. ENGINEER	DATE
SITE ACQ AND ZONING	DATE
ENGINEER OF RECORD	DATE
AT&T CONSTRUCTION MANAGER	DATE
OWNER APPROVAL	DATE

PROJECT NAME
INCLINE VILLAGE -
CRYSTAL BAY
PROJECT NUMBER
CNU6217
625 W. ROSE HIGHWAY
INDOT ALLOTMENT 89481
WASCO COUNTY

PROJECT TYPE NEW SITE BUILD

DRAWING DATES
DESIGNED BY: RN
CHECKED BY: RN
DATE: 06/02/13
DATE: 06/14/13
DATE: 06/14/13
DATE: 07/23/14
DATE: 08/28/14

CLIENT COMMENTS
1. 0
2. 0
3. 0
4. 0

REVISIONS
1. 0
2. 0
3. 0
4. 0

**WORKSHEET PROPOSED
LAND COVERAGE**

C-3

SITE PLAN KEYNOTES

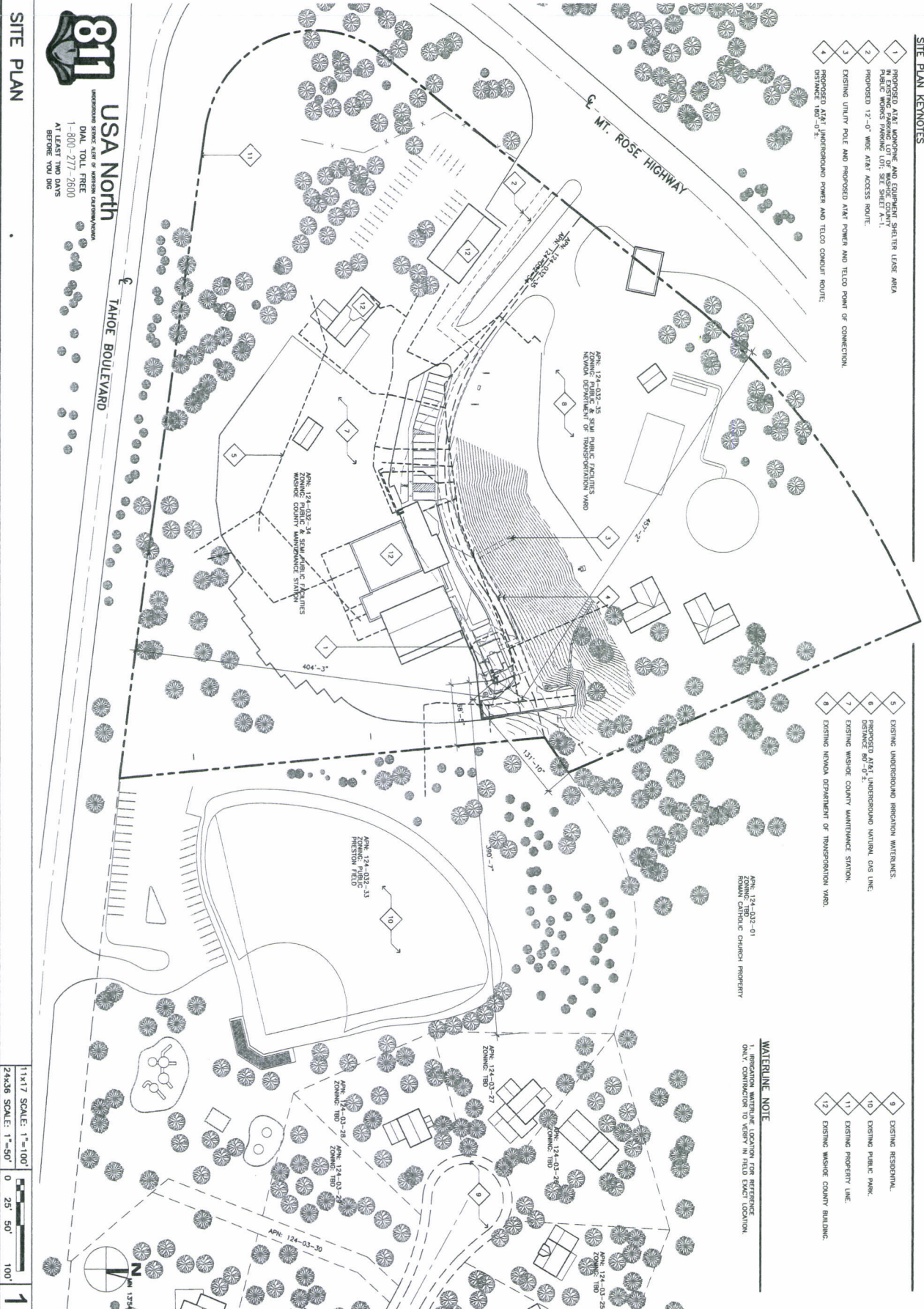
1. PROPOSED AIR, UNDERGROUND AND EQUIPMENT SHELTER LOOSE AREA. PROPOSED AIR, UNDERGROUND AND EQUIPMENT SHELTER LOOSE AREA. PUBLIC WORKS PARKING LOT. SEE SHEET A-1.
2. PROPOSED 12'-0" WIDE AIR ACCESS ROUTE.
3. EXISTING UTILITY POLE AND PROPOSED AIR POWER AND TELCO POINT OF CONNECTION. EXISTING 180'-0" E.
4. PROPOSED AIR, UNDERGROUND POWER AND TELCO CONDUIT ROUTE. EXISTING 180'-0" E.

5. EXISTING UNDERGROUND IRRIGATION WATERLINES.
6. PROPOSED AIR, UNDERGROUND NATURAL GAS LINE. EXISTING 180'-0" E.
7. EXISTING WASHOE COUNTY MAINTENANCE STATION.
8. EXISTING WASHOE COUNTY MAINTENANCE STATION.
9. EXISTING WASHOE COUNTY MAINTENANCE STATION.

10. EXISTING RESIDENTIAL.
11. EXISTING PUBLIC PARK.
12. EXISTING PROPERTY LINE.
13. EXISTING WASHOE COUNTY BUILDING.

WATERLINE NOTE

1. IRRIGATION WATERLINE LOCATION FOR REFERENCE ONLY. CORRELATION TO LUMP IN FIELD EXACT LOCATION.



SITE PLAN



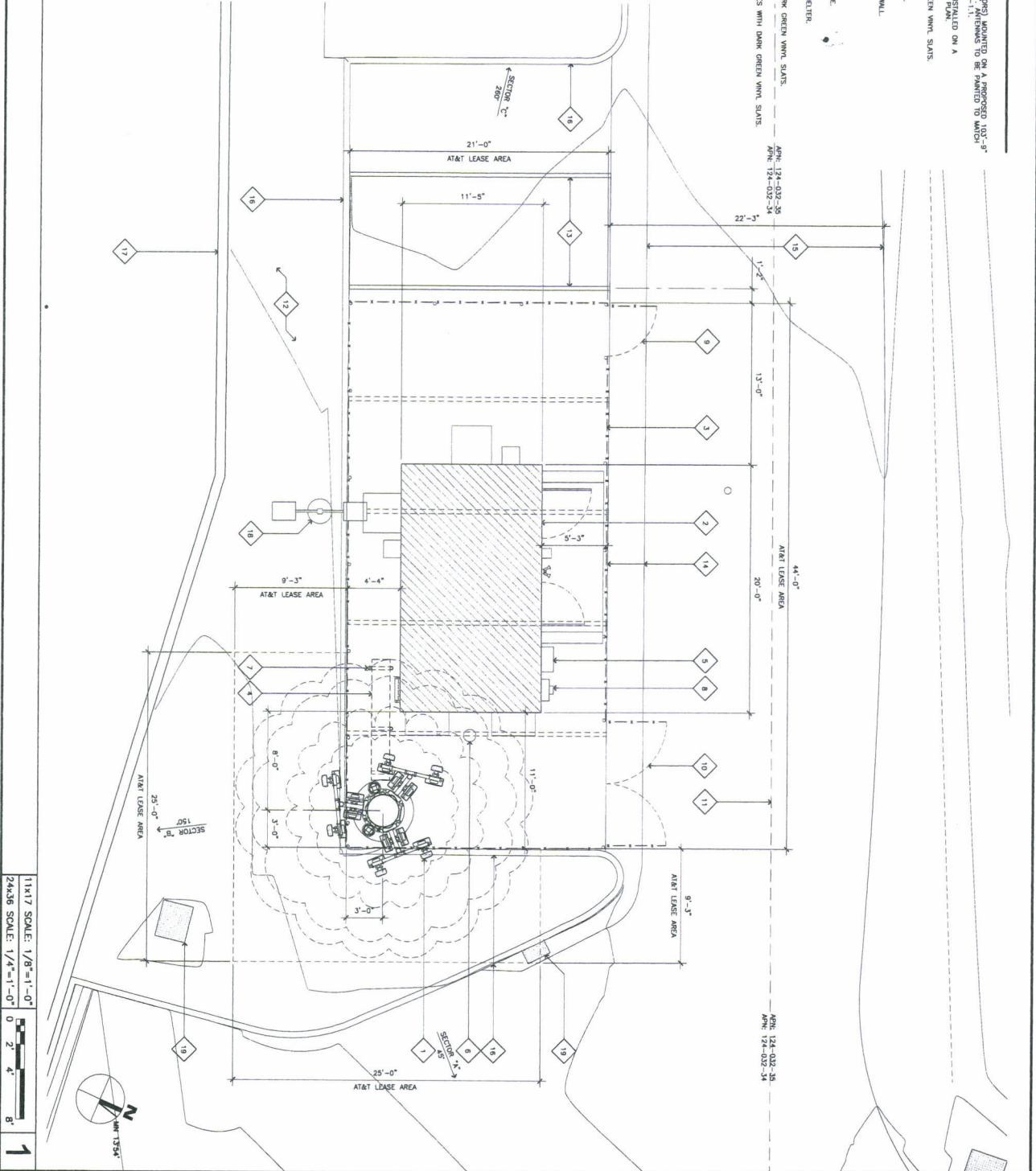
1"=100' SCALE: 1"=100'
24x36 SCALE: 1"=50' 0 25 50 100'

<p>Jeffrey Rome ASSOCIATES architecture interior design 131 Innovation Drive, Suite 100 Folsom, California 95630 (916) 439-1000 www.jrassoc.com</p>		<p>PROJECT INFORMATION THE INFORMATION CONTAINED IN THIS SITE PLAN IS THE PROPERTY OF JEFFREY ROME ASSOCIATES. ANY REUSE OR REPRODUCTION OF THIS INFORMATION WITHOUT THE WRITTEN PERMISSION OF JEFFREY ROME ASSOCIATES IS STRICTLY PROHIBITED.</p>																			
<p>PREPARED FOR 2800 Camino Remo, #800 N San Ramon, California 94583</p>		<p>APPROVALS</p> <table border="1"> <tr> <td>R.T. ENGINEER</td> <td>DATE</td> </tr> <tr> <td>SITE ACD AND ZONING</td> <td>DATE</td> </tr> <tr> <td>ENGINEER CM</td> <td>DATE</td> </tr> <tr> <td>A&T CONSTRUCTION MANAGER</td> <td>DATE</td> </tr> <tr> <td>OWNER APPROVAL</td> <td>DATE</td> </tr> </table>		R.T. ENGINEER	DATE	SITE ACD AND ZONING	DATE	ENGINEER CM	DATE	A&T CONSTRUCTION MANAGER	DATE	OWNER APPROVAL	DATE								
R.T. ENGINEER	DATE																				
SITE ACD AND ZONING	DATE																				
ENGINEER CM	DATE																				
A&T CONSTRUCTION MANAGER	DATE																				
OWNER APPROVAL	DATE																				
<p>PROJECT NAME INCLINE VILLAGE - CRYSTAL BAY PROJECT NUMBER CNU0217 623 MT. ROSE HIGHWAY INCLINE VILLAGE, WASHOE COUNTY 89451</p>		<p>PROJECT TYPE NEW SITE BUILD</p>																			
<p>DRAWING DATES</p> <table border="1"> <tr> <td>DATE</td> <td>DESCRIPTION</td> <td>REV.</td> </tr> <tr> <td>04/02/13</td> <td>SITE 20'S</td> <td>A</td> </tr> <tr> <td>08/14/13</td> <td>100'S 20'S</td> <td>1</td> </tr> <tr> <td>04/09/14</td> <td>REVISION 20'S</td> <td>2</td> </tr> <tr> <td>07/29/14</td> <td>RTS REVISION</td> <td>3</td> </tr> <tr> <td>08/28/14</td> <td>CLIENT COMMENTS</td> <td>4</td> </tr> </table>		DATE	DESCRIPTION	REV.	04/02/13	SITE 20'S	A	08/14/13	100'S 20'S	1	04/09/14	REVISION 20'S	2	07/29/14	RTS REVISION	3	08/28/14	CLIENT COMMENTS	4	<p>RTDS: REVISION LABEL 1,1 DATED 08/11/2014</p>	
DATE	DESCRIPTION	REV.																			
04/02/13	SITE 20'S	A																			
08/14/13	100'S 20'S	1																			
04/09/14	REVISION 20'S	2																			
07/29/14	RTS REVISION	3																			
08/28/14	CLIENT COMMENTS	4																			
<p>SHEET TITLE SITE PLAN</p>		<p>A-0</p>																			

ENLARGED SITE PLAN KENNOTES

1. PROPOSED (12) AT&T ANTENNAS (4 PER SECTOR, 3 SECTORS) MOUNTED ON A PROPOSED 11X-9' WOODEN BOOM CENTERED 20'-0" ABOVE GROUND. SEE DETAIL 1/4-1.1.
2. PROPOSED AT&T ANTENNA SET 20'-0" EQUIPMENT SHELTER INSTALLED ON A PROPOSED 11X-9' WOODEN BOOM CENTERED 20'-0" ABOVE GROUND. SEE DETAIL 1/4-1.1.
3. PROPOSED 6'-0" HIGH CHAIN LINK FENCE WITH DARK GREEN VINYL SLATS.
4. PROPOSED AT&T COAXIAL CABLE BRIDGE @ 10'-0" ± A.C.L.
5. PROPOSED 24X24X13 TILLO BOX MOUNTED TO SHELTER WALL.
6. PROPOSED A/C CONDENSATION DRAINWELL.
7. PROPOSED AT&T GPS ANTENNA MOUNTED TO CABLE BRIDGE.
8. PROPOSED AT&T WET/RAIN MOUNTED ON EQUIPMENT SHELTER.
9. PROPOSED 4'-0" WIDE CHAIN LINK ACCESS GATE WITH DARK GREEN VINYL SLATS.
10. PROPOSED 10'-0" WIDE CHAIN LINK DOUBLE ACCESS GATES WITH DARK GREEN VINYL SLATS.
11. EXISTING PROPERTY/LOT LINE.
12. EXISTING UNDEVELOPED AREA.
13. EXISTING PARKING SPACE TO REMAIN (ASPHALT PAVED).
14. EXISTING CONCRETE COUNTER/SWALE.
15. EXISTING ASPHALT PAVED DRIVEWAY.
16. EXISTING CONCRETE CURB.
17. EXISTING CMU WALL.
18. EXISTING PARKING LOT LIGHT STANDARD.
19. EXISTING DRAIN.

ENLARGED SITE PLAN



11x17 SCALE: 1/8"=1'-0"
24x36 SCALE: 1/4"=1'-0"
0 2' 4' 8'

Jeffrey Rame | ASSOCIATES
architecture | telecommunications
131 Innovation Drive, Suite 100
San Ramon, California 94583
tel 925.760.3929 | fax 925.760.3932

PROPRIETARY INFORMATION
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STAMP
SEAL OF THE STATE OF CALIFORNIA
J. RAME
REGISTERED PROFESSIONAL ARCHITECT
NO. 10000
EXPIRATION DATE 12/31/2014

PREPARED FOR

2600 Camino Ramon, #4850 N
San Ramon, California 94583

APPROVALS

R.T. ENGINEER	DATE
SITE ACD AND ZONING	DATE
EMERGENCY CALL	DATE
AT&T CONSTRUCTION MANAGERS	DATE
OWNER APPROVAL	DATE

PROJECT NAME:
INCLINE VILLAGE -
CRYSTAL BAY
PROJECT NUMBER:
CNU6217
625 W. ROSS HIGHWAY
INCLINE VILLAGE, CALIFORNIA 94541

PROJECT TYPE: NEW SITE BUILD

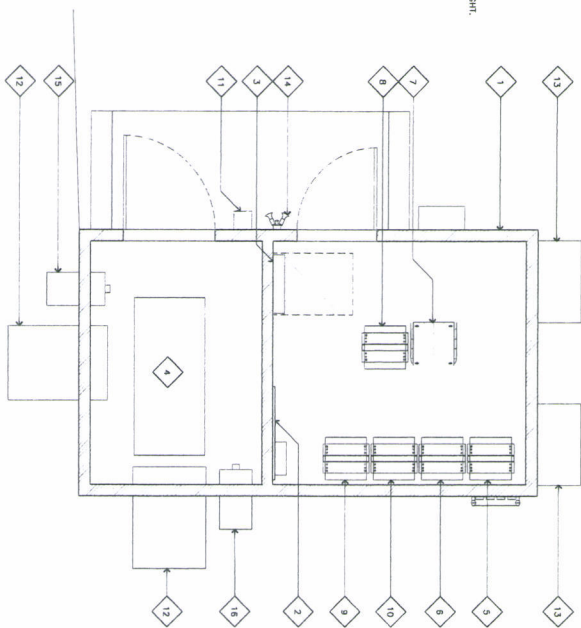
DRAWING DATE	DRAWN BY	CHECKED BY	REV.
04/02/13	RM	RM	0
06/14/13	RM	RM	1
07/23/14	RM	RM	2
08/28/14	RM	RM	3
08/28/14	RM	RM	4

REVISIONS: REVISION (LVL: 1) DATED 06/11/2014

SHEET TITLE
ENLARGED SITE PLAN

A-1

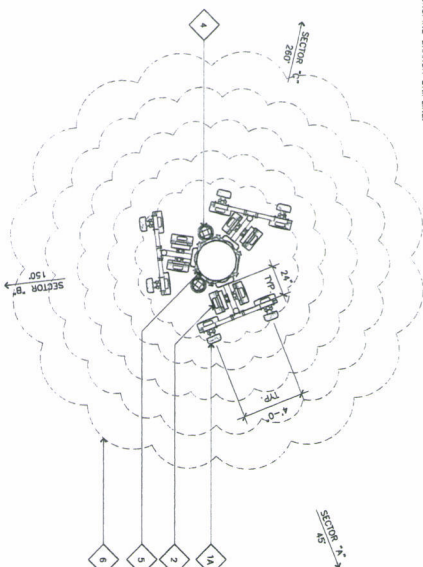
1	11'-5" x 20'-0" EQUIPMENT SHELTER.
2	TELCO MACHINERY.
3	200 AMP ELECTRICAL PANEL, LOAD CENTER.
4	GENERATOR ROOM.
5	23" RACK WITH LITE 8601-D/L.
6	23" RACK WITH LITE 8601-D/L.
7	BATTERY RACK.
8	INFINITY 0-400 DC POWERPLANT.
9	23" RACK FOR TELCO.
10	FUTURE EQUIPMENT.
11	COLORADO GENERATOR RECEIPIABLE.
12	VENT AND HOOD.
13	WALL MOUNTED A/C UNIT.
14	WALL MOUNTED OUTDOOR MAINTENANCE LIGHT.
15	WINDUP FAN AND HOOD.
16	EXHAUST FAN AND HOOD.



11x17 SCALE: 3/16"=1'-0"
24x36 SCALE: 3/8"=1'-0"



2

[illegible]

SECTION 'A'

SECTION 'B'

SECTION 'C'

1

2

3

4

5

6

11x17 SCALE: 1/8"=1'-0"
24x36 SCALE: 1/4"=1'-0"

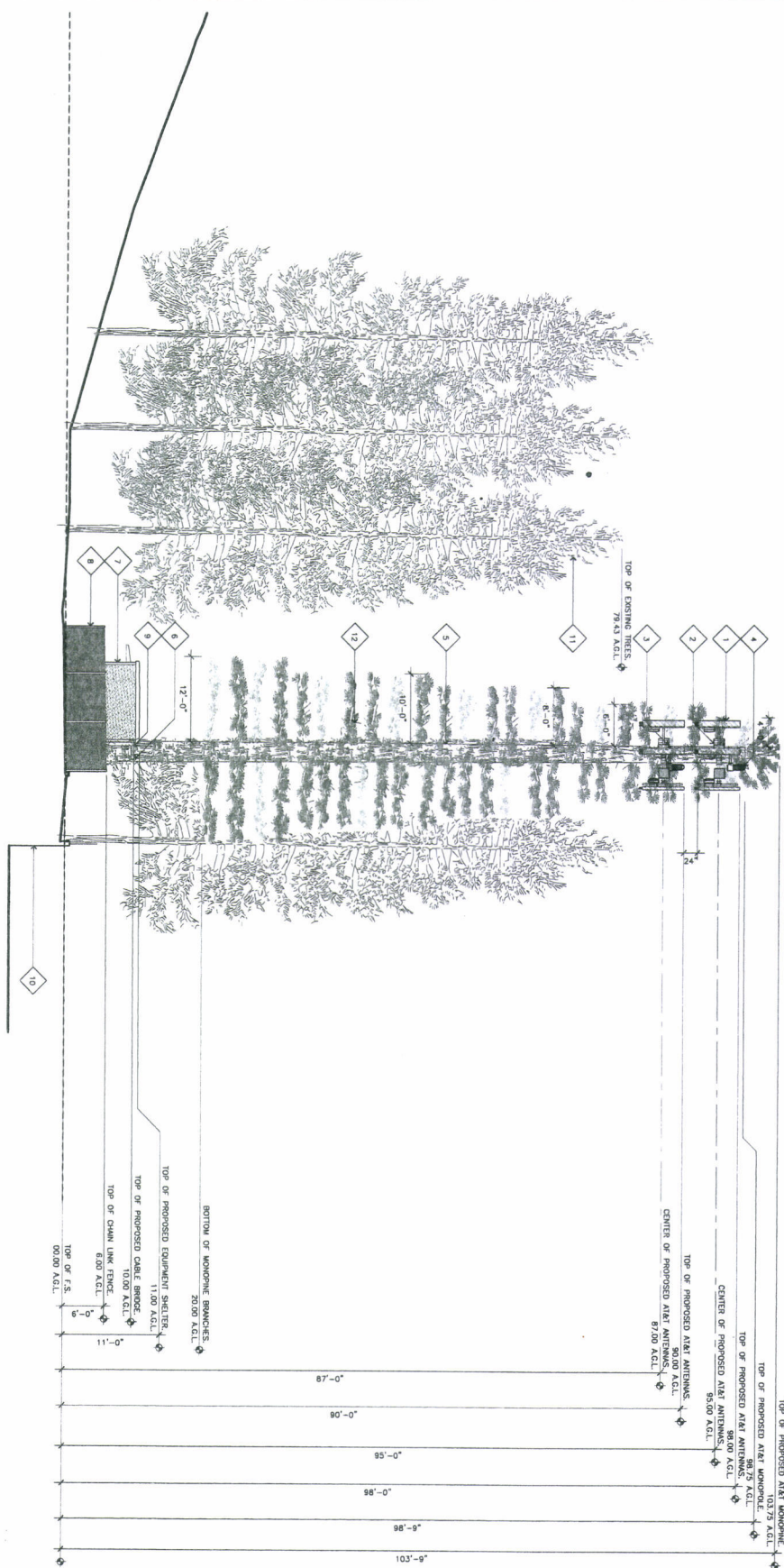


REGION	SECTION	ARTIFACT	ARTIFACT NO.	COAL CLANK	FIRE CLANK	MINING ID	COAL
				(1-5)	(1-5)		TYPE
NORTH	EAST	1-5	1-5	1-5	1-5	1-5	1-5
		1-5	1-5	1-5	1-5	1-5	1-5
		1-5	1-5	1-5	1-5	1-5	1-5
		1-5	1-5	1-5	1-5	1-5	1-5
		1-5	1-5	1-5	1-5	1-5	1-5
SOUTH	EAST	1-5	1-5	1-5	1-5	1-5	1-5
		1-5	1-5	1-5	1-5	1-5	1-5
		1-5	1-5	1-5	1-5	1-5	1-5
		1-5	1-5	1-5	1-5	1-5	1-5
		1-5	1-5	1-5	1-5	1-5	1-5
WEST	EAST	1-5	1-5	1-5	1-5	1-5	1-5
		1-5	1-5	1-5	1-5	1-5	1-5
		1-5	1-5	1-5	1-5	1-5	1-5
		1-5	1-5	1-5	1-5	1-5	1-5
		1-5	1-5	1-5	1-5	1-5	1-5

[illegible]

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- | | | | |
|---|---|----|--|
| 5 | PROPOSED MAIN MONOPINE WITH FULL BARK CLADDING. | 9 | PROPOSED MAIN COOLING CABLE BRIDGE @ 10'-0" A.C.L. |
| 6 | PROPOSED MAIN GPS ANTENNA MOUNTED TO CABLE BRIDGE. | 10 | EXISTING CHALK WALL. |
| 7 | PROPOSED MAIN 11'-1.5" x 20'-0" EQUIPMENT SHELTER INSTALLED ON A PROPOSED FOUNDATION. | 11 | EXISTING TREES (BROWN). |
| 8 | PROPOSED 6'-0" HIGH CHALK LINK FENCE WITH DARK GREEN VINYL SLATS. | 12 | FUTURE (2) MAIN INCREASE ANTENNAS. |



11x17 SCALE: 1/16"=1'-0"
24x36 SCALE: 1/8"=1'-0"



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San Ramon, California 94583

 **at&t**

PREPARED FOR

 **STAMP**
LIQUIDATED AIRCRAFT
JEROME L. MOORE
SEP 10 1974
AT&T
STATE OF NEVADA

APPROVALS	
F. ENGINEER	DATE
CITY ACO AND ZONING	DATE
CROSSON CM	DATE
ASST CONSTRUCTION MANAGER	DATE
OWNER APPROVAL	DATE

PROJECT NAME	INCLINE VILLAGE - CRYSTAL BAY
PROJECT NUMBER	CNU6217
825 M. ROSE HIGHWAY INCLINE VILLAGE, NEVADA 89451 WASHINGTON COUNTY	
PROJECT TYPE:	NEW SITE BUILD

DRAWING DATES			
DATE	REVISION BY:	DESCRIPTION	REV
04/09/13	RM		0
08/08/14	RM		1
04/08/14	RM		2
02/27/14			3
02/25/14			4
08/28/14			5

REVISION LEVEL: 1, DATED: 06/11/2014

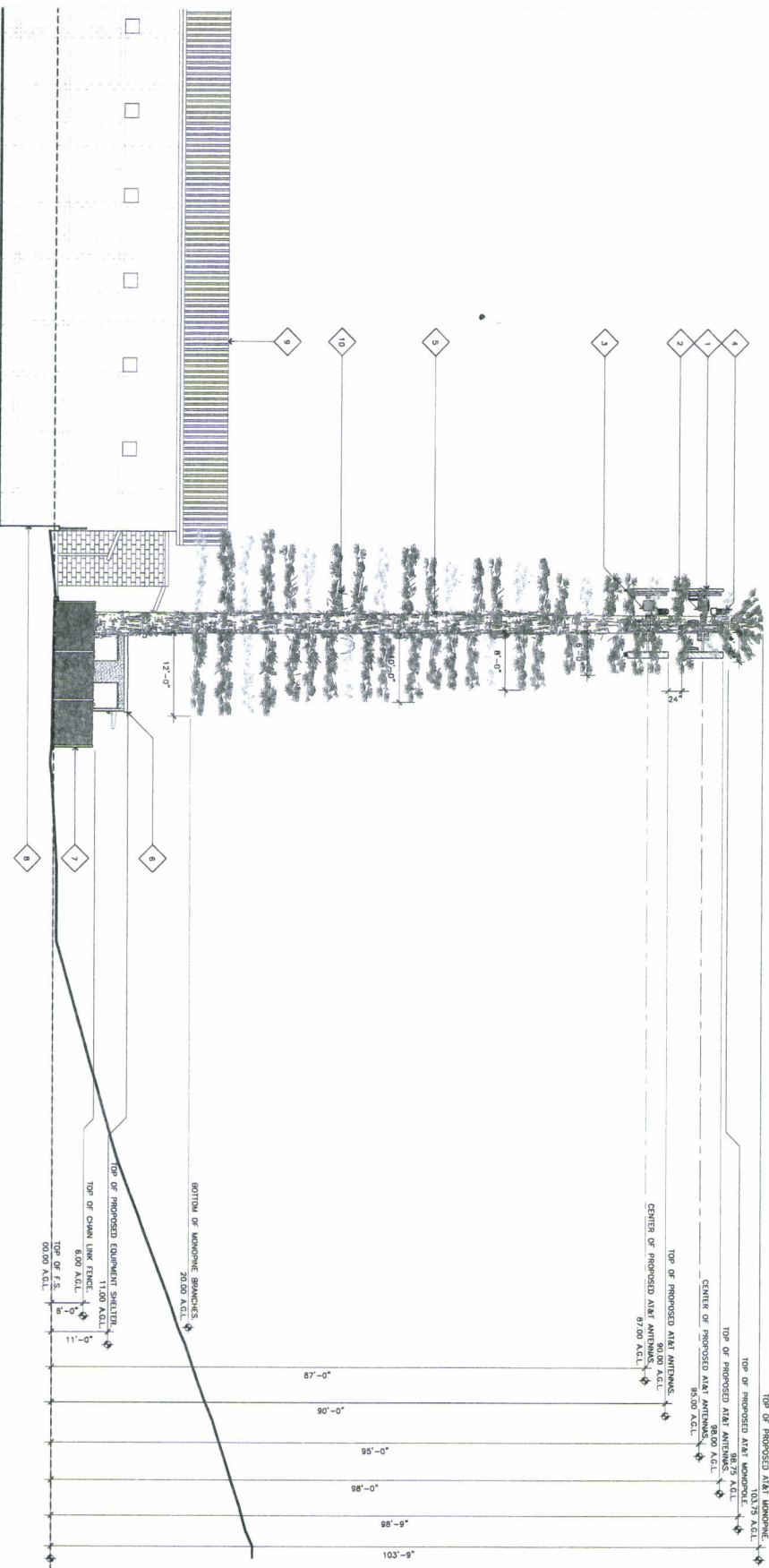
SHEET TITLE

WEST ELEVATION

A-2

ELEVATION KEYNOTES

- PROPOSED (1) AIR ANTENNA (1 PER SECTION, 3 SECTIONS) MOUNTED ON A PROPOSED 103'-9" MONOPOLE AND CENTER STACED AT 85'-0" AND 127'-0" DISTANCES TO BE TAPPED TO MATCH REFLECTS AND WITH PINE NEEDLE SOOCS.
- PROPOSED (12) PINE'S 14 PER SECTION, 3 SECTIONS AND (2) AZ LINES (1 PER SECTION, 3 SECTIONS) MOUNTED ON A PROPOSED 103'-9" MONOPOLE AND CENTER STACED AT 85'-0" AND 127'-0" DISTANCES TO BE TAPPED TO MATCH REFLECTS AND WITH PINE NEEDLE SOOCS.
- PROPOSED (1) AIR ANTENNA (1 PER SECTION, 3 SECTIONS) MOUNTED ON A PROPOSED 103'-9" MONOPOLE AND CENTER STACED AT 85'-0" AND 127'-0" DISTANCES TO BE TAPPED TO MATCH REFLECTS AND WITH PINE NEEDLE SOOCS.
- PROPOSED (1) AIR ANTENNA (1 PER SECTION, 3 SECTIONS) MOUNTED ON A PROPOSED 103'-9" MONOPOLE AND CENTER STACED AT 85'-0" AND 127'-0" DISTANCES TO BE TAPPED TO MATCH REFLECTS AND WITH PINE NEEDLE SOOCS.
- PROPOSED AIR MONOPOLE WITH FULL BARK CLADDING.
- PROPOSED AIR 11'-5" X 20'-0" EQUIPMENT SHELTER INSTALLED ON A PROPOSED FOUNDATION.
- PROPOSED 6'-0" HIGH CHAIN LINK FENCE WITH DARK GREEN WAVE SLATS.
- EXISTING DUAL WALL.
- EXISTING COUNTY BUILDING (RETRO).
- FUTURE (2) AIR MONOPOLE ANTENNAS.



EAST ELEVATION

11x17 SCALE: 1/16"=1'-0"
24x36 SCALE: 1/8"=1'-0"

0 4 8 16'

1



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Folsom, CA 95630
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at&t
2600 Camino Ramon, #800 N
San Ramon, California 94583

APPROVALS	DATE
R.F. ENGINEER	DATE
SITE ACQ AND ZONING	DATE
ERECSSON CM	DATE
AL&T CONSTRUCTION MANAGER	DATE
OWNER APPROVAL	DATE

PROJECT NAME
INCLINE VILLAGE -
CRYSTAL BAY
PROJECT NUMBER
CH06217
623 W. ROSE HIGHWAY
INCLINE CRUISE COUNTY

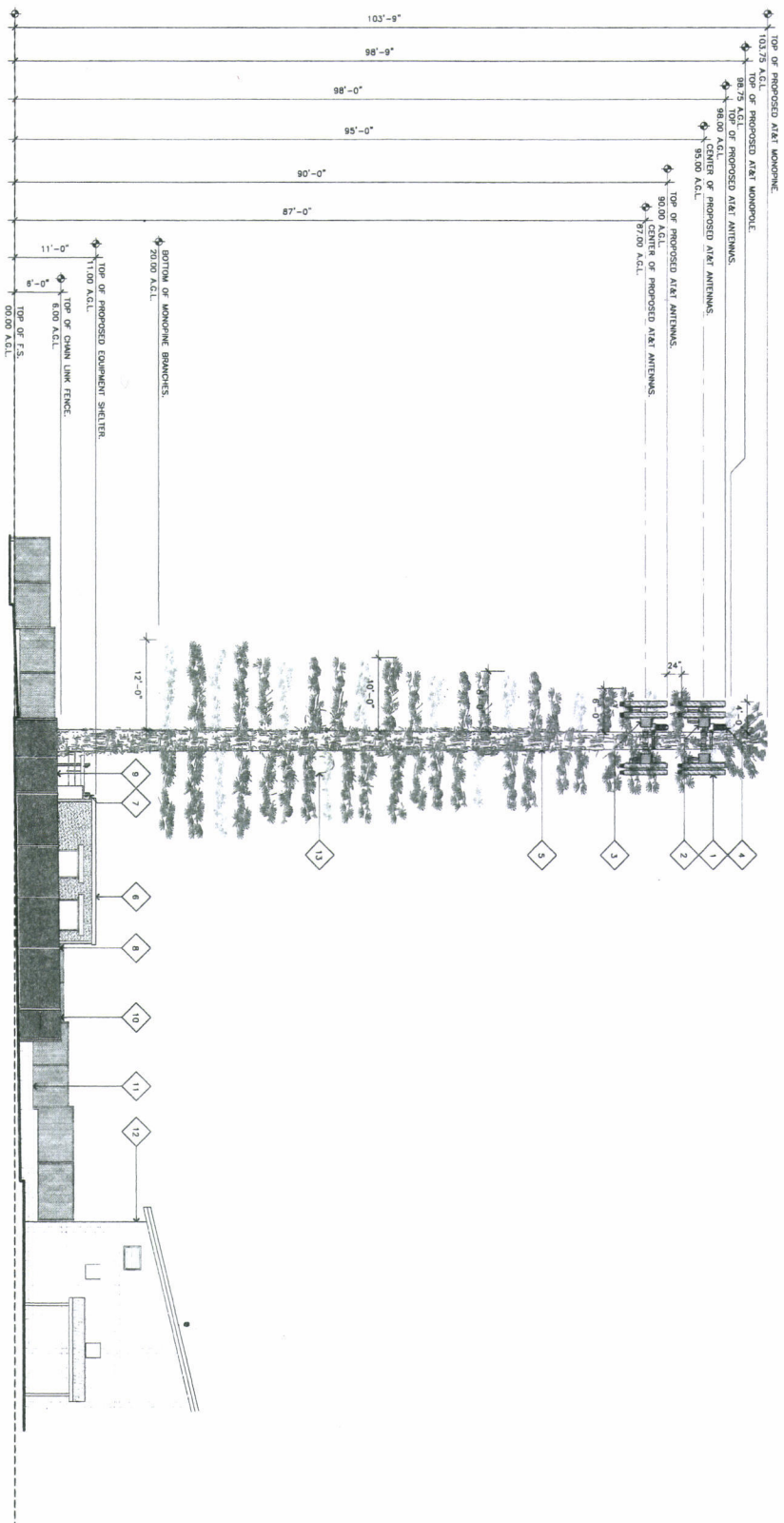
DRAWING DATES		
DRAWN BY:	DATE	DESCRIPTION
CHECKED BY:	DATE	DESCRIPTION
	04/02/13	ISSUE 20'S
	04/14/13	ISSUE 20'S
	04/09/14	REVISED 20'S
	07/17/14	WATERLINE REVISION
	07/23/14	REVISED 20'S
	09/28/14	CLIENT COMMENTS

EAST ELEVATION
SHEET TITLE

A-3

1. PROPOSED (2) RAY ANTENNA, 3 SECTIONS MOUNTED ON A PROPOSED 10.1-9' MOBILE MOUNT. ANTENNA STUCK AT 81°-0' AND 81°-0' ANTENNAS TO BE PAINTED TO MATCH MOBILE MOUNT.
2. PROPOSED (2) MWT, 4 PER SECTION, 3 SECTIONS MOUNTED ON A PROPOSED 10.1-9' MOBILE MOUNT. ANTENNAS AND ON ANTENNA STAND OF ONE AT 95°-0' AND CENTER.
3. PROPOSED (4) RMV, 3 PER SECTION, 3 SECTIONS MOUNTED BEHIND ANTENNAS AND ON ANTENNA STAND OF AND AT 81°-0' AND CENTER.
4. PROPOSED (4) DOG SLIPPER SUPPRESSORS MOUNTED TO MOBILE MOUNT. (2) 95°-0' AND CENTER AND (2) 95°-0' AND CENTER.
5. PROPOSED RAY MOBILE MOUNT WITH FULL DARK CAMOUF.
6. PROPOSED RAY 11'-5" X 70'-0" EQUIPMENT SHELTER INSTALLED ON A PROPOSED FOUNDATION.

- | | |
|----|--|
| 7 | PROPOSED ALERT CHAIN, CABLE BRODIE @ 10'-0" A.G.L. |
| 8 | PROPOSED 6'-0" HIGH CHAIN LINK FENCE WITH DARK GREEN VINYL SLATS. |
| 9 | PROPOSED 10'-0" WIDE CHAIN LINK DOUBLE ACCESS GATES WITH DARK GREEN VINYL SLATS. |
| 10 | PROPOSED 4'-0" WIDE CHAIN LINK ACCESS GATE WITH DARK GREEN VINYL SLATS. |
| 11 | EXISTING CHAIN WALL. |
| 12 | EXISTING COUNTY BUILDING (BEYOND). |
| 13 | FUTURE (2) 160W MICROWAVE ANTENNAS. |



NORTH ELEVATION

11x17 SCALE: 3/32"=1'-0"		1
24x36 SCALE: 3/16"=1'-0"		

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PREPARED FOR



2600 Camino Ramon, 4W850
San Ramon, California 94583

APPROVALS

R.F. ENGINEER	DATE
SITE ACQ AND ZONING	DATE
ERICSSON CM	DATE
AT&T CONSTRUCTION MANAGER	DATE
OWNER APPROVAL	DATE

OWNER APPROVAL _____

INCLINE VILLAGE -
CRYSTAL BAY

CNU6217

625 MT. ROSE HIGHWAY
INCLINE VILLAGE, NEVADA 8945
WASHOE COUNTY

PROJECT TYPE:	NEW
---------------	-----

DRAWING DATES	
DRAWN BY:	RN
CHECKED BY:	RN
DATE	DESCRIPTION

RFDS: REMSON LEVEL: 1.1 DATED: 06/11/2011

SHEET TITLE

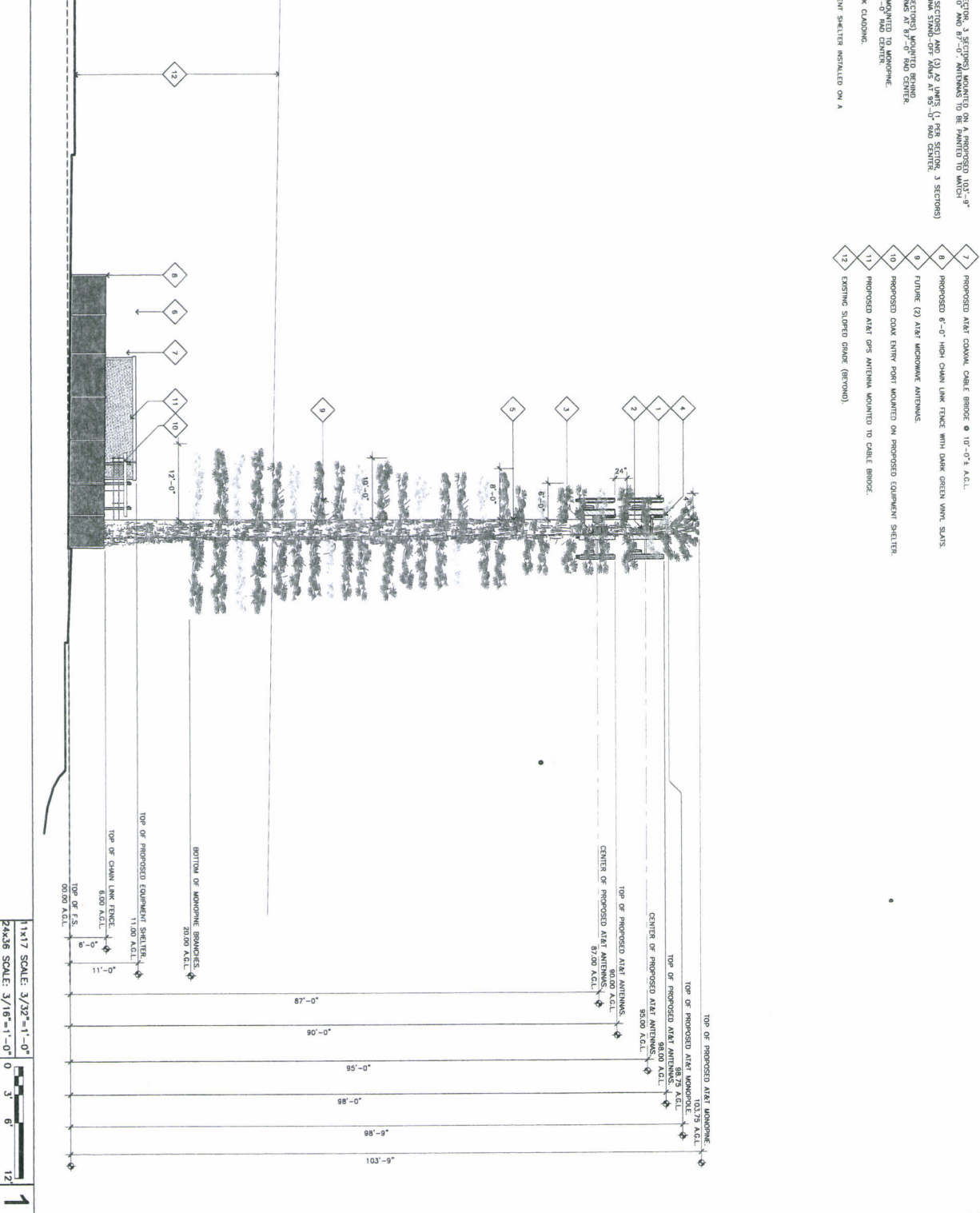
NORTH ELEVATION

A-4

ELEVATION KEYNOTES

- PROPOSED (12) AIR ANTENNAS (4 PER SECTOR, 3 SECTORS) MOUNTED ON A PROPOSED 102'-9" MONOPOLE AND 8" DIA. CABLE BRIDGE @ 10'-0" A.C.L.
- PROPOSED (12) PERIS (4 PER SECTOR, 3 SECTORS) AND (2) AIR PER SECTOR, 3 SECTORS) MOUNTED BEHIND ANTENNAS AND ON ANTENNA STAND-OF-ARMS AT 85'-0" RAD CENTER.
- PROPOSED (8) PERIS (2 PER SECTOR, 3 SECTORS) MOUNTED BEHIND ANTENNAS AND ON ANTENNA STAND-OF-ARMS AT 85'-0" RAD CENTER.
- PROPOSED (2) PERIS (2 PER SECTOR, 3 SECTORS) MOUNTED BEHIND ANTENNAS AND ON ANTENNA STAND-OF-ARMS AT 85'-0" RAD CENTER.
- PROPOSED (2) PERIS (2 PER SECTOR, 3 SECTORS) MOUNTED BEHIND ANTENNAS AND ON ANTENNA STAND-OF-ARMS AT 85'-0" RAD CENTER.
- PROPOSED (2) PERIS (2 PER SECTOR, 3 SECTORS) MOUNTED BEHIND ANTENNAS AND ON ANTENNA STAND-OF-ARMS AT 85'-0" RAD CENTER.
- PROPOSED (2) PERIS (2 PER SECTOR, 3 SECTORS) MOUNTED BEHIND ANTENNAS AND ON ANTENNA STAND-OF-ARMS AT 85'-0" RAD CENTER.
- PROPOSED (2) PERIS (2 PER SECTOR, 3 SECTORS) MOUNTED BEHIND ANTENNAS AND ON ANTENNA STAND-OF-ARMS AT 85'-0" RAD CENTER.
- PROPOSED (2) PERIS (2 PER SECTOR, 3 SECTORS) MOUNTED BEHIND ANTENNAS AND ON ANTENNA STAND-OF-ARMS AT 85'-0" RAD CENTER.
- PROPOSED (2) PERIS (2 PER SECTOR, 3 SECTORS) MOUNTED BEHIND ANTENNAS AND ON ANTENNA STAND-OF-ARMS AT 85'-0" RAD CENTER.
- PROPOSED (2) PERIS (2 PER SECTOR, 3 SECTORS) MOUNTED BEHIND ANTENNAS AND ON ANTENNA STAND-OF-ARMS AT 85'-0" RAD CENTER.
- PROPOSED (2) PERIS (2 PER SECTOR, 3 SECTORS) MOUNTED BEHIND ANTENNAS AND ON ANTENNA STAND-OF-ARMS AT 85'-0" RAD CENTER.

SOUTH ELEVATION



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San Ramon, California 94583

PROJECT NAME
INCLINE VILLAGE -
CRISTAL BAY
PROJECT NUMBER
CNU6217
SOS OF ROSE HUNTER
INCLINE VILLAGE, INCLINE COUNTY
WASHOE COUNTY

PROJECT TYPE: NEW SITE BUILD

DATE	DESCRIPTION	REV.
04/02/13	30% 20%	A
06/14/13	100% 20%	B
07/17/14	WATERLINE REVISION	2
07/25/14	RTS REVISION	3
08/28/14	CLIENT COMMENTS	4

RTS: REVISION 08/11 DATED 06/11/2014

SHEET TITLE
SOUTH ELEVATION

1x17 SCALE: 3/32"=1'-0"
24x36 SCALE: 3/16"=1'-0"

12' 1

Market: Northern California
Cell Site No.: CNU6217
Search Ring Name: Incline Village – Crystal Bay
Cell Site Name: Incline Village – Crystal Bay (NV)
Fixed Asset No.: 10151384
Address: 625 Mt. Rose Highway, Incline Village, NV 89451
07.09.14 FINAL

EXHIBIT C

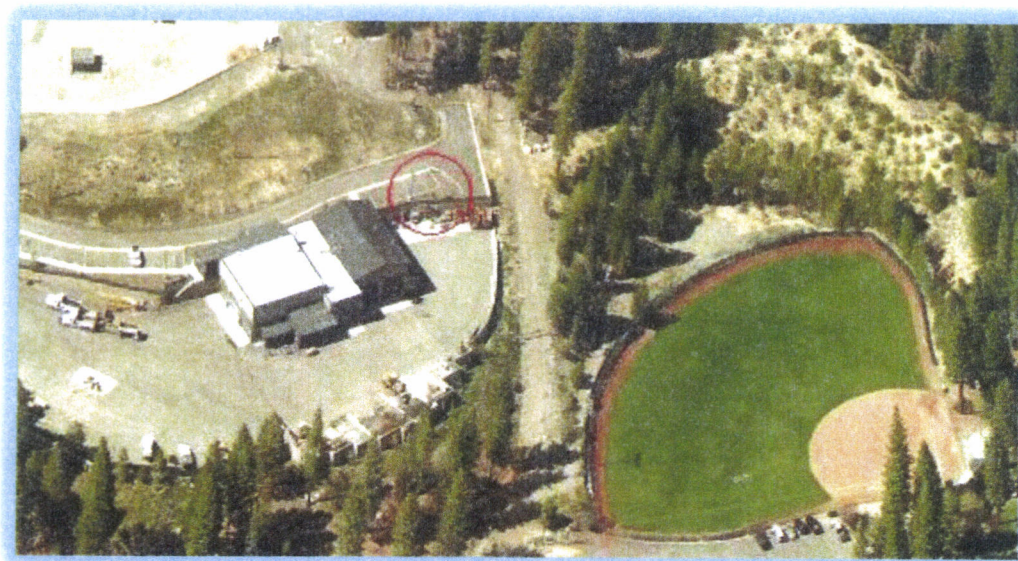
AT&T RF EME Compliance Report

[AT&T RF EME Compliance Report CASPR#3701498477 Dated August 5, 2013.
Appears on following twenty-three (23) Pages]

ATT RF EME Compliance Report

CASPR# 3701498477
USID# 128193
Site No. CNU6217
Incline Village Crystal Bay
625 Mount Rose Highway
Incline Village, Nevada 89451
Washoe County
39.252403; -119.969878 NAD83
Monotree

EBI Project No. 62138985
August 5, 2013



Prepared for:

AT&T Mobility, LLC
7655-7665 Redwood Blvd.
Novato, CA 94945

Prepared by:

 **EBI Consulting**
environmental | engineering | due diligence

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1.0 SITE DESCRIPTION	3
2.0 FEDERAL COMMUNICATIONS COMMISSION (FCC) REQUIREMENTS	3
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4.0 WORST-CASE PREDICTIVE MODELING.....	5
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APPENDICES

Appendix A	Personnel Certifications
Appendix B	Antenna Inventory
Appendix C	RoofView® Export File
Appendix D	RoofView® Graphic
Appendix E	Compliance/Signage Plan

EXECUTIVE SUMMARY

Purpose of Report

EnviroBusiness Inc. (dba EBI Consulting) has been contracted by AT&T Mobility, LLC to conduct radio frequency electromagnetic (RF-EME) modeling for AT&T Site CNU6217 located at 625 Mount Rose Highway in Incline Village, Nevada to determine RF-EME exposure levels from proposed AT&T wireless communications equipment at this site. As described in greater detail in Section 2.0 of this report, the Federal Communications Commission (FCC) has developed Maximum Permissible Exposure (MPE) Limits for general public exposures and occupational exposures. This report summarizes the results of RF-EME modeling in relation to relevant FCC RF-EME compliance standards for limiting human exposure to RF-EME fields.

This report contains a detailed summary of the RF-EME analysis for the site, including the following:

- Antenna Inventory
- Site Plan with antenna locations
- Antenna inventory with relevant parameters for theoretical modeling
- Graphical representation of theoretical MPE fields based on modeling
- Graphical representation of recommended signage and/or barriers

This document addresses the compliance of AT&T's transmitting facilities independently and in relation to all collocated facilities at the site.

Statement of Compliance

A site is considered out of compliance with FCC regulations if there are areas that exceed the FCC exposure limits and there are no RF hazard mitigation measures in place. Any carrier which has an installation that contributes more than 5% of the applicable MPE must participate in mitigating these RF hazards.

As presented in the sections below, based on worst-case predictive modeling, there are no modeled areas on any accessible ground-level walking/working surface related to the proposed antennas that exceed the FCC's occupational or general public exposure limits at this site.

AT&T Recommended Signage/Compliance Plan

AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated September 21, 2012, requires that:

1. All sites must be analyzed for RF exposure compliance;
2. All sites must have that analysis documented; and
3. All sites must have any necessary signage and barriers installed.

Site compliance recommendations have been developed based upon protocols presented in AT&T's RF Exposure guidance document, dated September 21, 2012, additional guidance provided by AT&T, EBI's understanding of FCC and OSHA requirements, and common industry practice. Barrier locations have been identified (when required) based on guidance presented in AT&T's RF Exposure Policy guidance document, dated September 21, 2012. The following signage is recommended at this site:

- Green INFO 1 sign posted on or next to the site access gate.
- Yellow CAUTION - TOWER sign posted at the base of the monotree.

The signage proposed for installation at this site complies with AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document and therefore complies with FCC and OSHA requirements. Barriers are not recommended on this site. More detailed information concerning site compliance recommendations is presented in Section 5.0 and Appendix E of this report.

1.0 SITE DESCRIPTION

This project involves the proposed installation of up to twelve (12) wireless telecommunication antennas on a monotree in Incline Village, Nevada. There are three Sectors (A, B, and C) proposed at the site, with four (4) proposed antennas per sector. For modeling purposes, it is assumed that there will be one (1) UMTS antenna in each sector transmitting in two bands of the 850 MHz frequency range, one (1) UMTS antenna in each sector transmitting in two bands of the 1900 MHz frequency range, one (1) UMTS antenna in each sector transmitting in one band of the 1900 MHz frequency range, and one (1) LTE antenna in each sector transmitting in the 700 and 1900 MHz frequency ranges. The Sector A antennas will be oriented 45° from true north. The Sector B antennas will be oriented 150° from true north. The Sector C antennas will be oriented 260° from true north. The bottoms of the antennas will be 102 feet (LTE and UMTS 1900 MHz) and 92 feet (UMTS 850 MHz dual band and UMTS 1900 MHz dual band) above ground level. Appendix B presents an antenna inventory for the site.

Access to this site is accomplished via a gate in the fence surrounding the monotree. Workers must be elevated to antenna level to access them, so these antennas are not accessible to the general public.

2.0 FEDERAL COMMUNICATIONS COMMISSION (FCC) REQUIREMENTS

The FCC has established Maximum Permissible Exposure (MPE) limits for human exposure to Radiofrequency Electromagnetic (RF-EME) energy fields, based on exposure limits recommended by the National Council on Radiation Protection and Measurements (NCRP) and, over a wide range of frequencies, the exposure limits developed by the Institute of Electrical and Electronics Engineers, Inc. (IEEE) and adopted by the American National Standards Institute (ANSI) to replace the 1982 ANSI guidelines. Limits for localized absorption are based on recommendations of both ANSI/IEEE and NCRP.

The FCC guidelines incorporate two separate tiers of exposure limits that are based upon occupational/controlled exposure limits (for workers) and general public/uncontrolled exposure limits for members of the general public.

Occupational/controlled exposure limits apply to situations in which persons are exposed as a consequence of their employment and in which those persons who are exposed have been made fully aware of the potential for exposure and can exercise control over their exposure. Occupational/controlled exposure limits also apply where exposure is of a transient nature as a result of incidental passage through a location where exposure levels may be above general public/uncontrolled limits (see below), as long as the exposed person has been made fully aware of the potential for exposure and can exercise control over his or her exposure by leaving the area or by some other appropriate means.

General public/uncontrolled exposure limits apply to situations in which the general public may be exposed or in which persons who are exposed as a consequence of their employment may not be made fully aware of the potential for exposure or cannot exercise control over their exposure. Therefore, members of the general public would always be considered under this category when exposure is not employment-related, for example, in the case of a telecommunications tower that exposes persons in a nearby residential area.

Table I and Figure I (below), which are included within the FCC's OET Bulletin 65, summarize the MPE limits for RF emissions. These limits are designed to provide a substantial margin of safety. They vary by frequency to take into account the different types of equipment that may be in operation at a particular facility and are "time-averaged" limits to reflect different durations resulting from controlled and uncontrolled exposures.

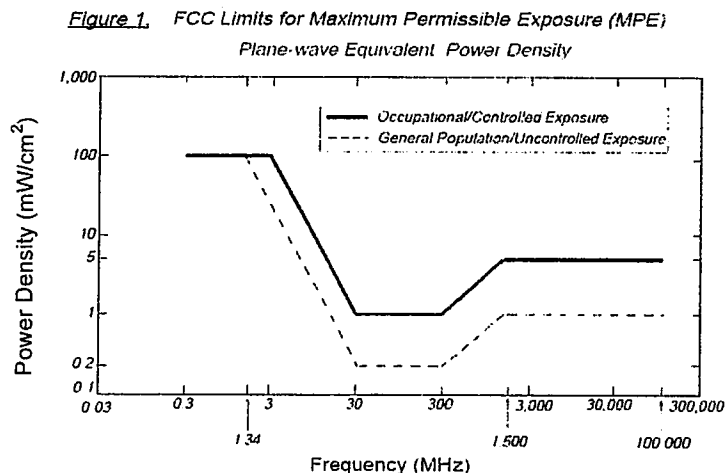
The FCC's MPEs are measured in terms of power (mW) over a unit surface area (cm²). Known as the power density, the FCC has established an occupational MPE of 5 milliwatts per square centimeter (mW/cm²) and an uncontrolled MPE of 1 mW/cm² for equipment operating in the 1900 MHz frequency range. For the AT&T equipment operating at 850 MHz, the FCC's occupational MPE is 2.83 mW/cm² and an uncontrolled MPE of 0.57 mW/cm². For the AT&T equipment operating at 700 MHz, the FCC's occupational MPE is 2.33 mW/cm² and an uncontrolled MPE of 0.47 mW/cm². These limits are considered protective of these populations.

Table 1: Limits for Maximum Permissible Exposure (MPE)

(A) Limits for Occupational/Controlled Exposure				
Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm²)	Averaging Time [E]², [H]², or S (minutes)
0.3-3.0	614	1.63	(100)*	6
3.0-30	1842/f	4.89/f	(900/f ²)*	6
30-300	61.4	0.163	1.0	6
300-1,500	--	--	f/300	6
1,500-100,000	--	--	5	6
(B) Limits for General Public/Uncontrolled Exposure				
Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm²)	Averaging Time [E]², [H]², or S (minutes)
0.3-1.34	614	1.63	(100)*	30
1.34-30	824/f	2.19/f	(180/f ²)*	30
30-300	27.5	0.073	0.2	30
300-1,500	--	--	f/1,500	30
1,500-100,000	--	--	1.0	30

f = Frequency in (MHz)

* Plane-wave equivalent power density



Based on the above, the most restrictive thresholds for exposures of unlimited duration to RF energy for several personal wireless services are summarized below:

Personal Wireless Service	Approximate Frequency	Occupational MPE	Public MPE
Personal Communication (PCS)	1,950 MHz	5.00 mW/cm ²	1.00 mW/cm ²
Cellular Telephone	870 MHz	2.90 mW/cm ²	0.58 mW/cm ²
Specialized Mobile Radio	855 MHz	2.85 mW/cm ²	0.57 mW/cm ²
Most Restrictive Freq. Range	30-300 MHz	1.00 mW/cm ²	0.20 mW/cm ²

MPE limits are designed to provide a substantial margin of safety. These limits apply for continuous exposures and are intended to provide a prudent margin of safety for all persons, regardless of age, gender, size, or health.

Personal Communication (PCS) facilities used by AT&T in this area operate within a frequency range of 700-1900 MHz. Facilities typically consist of: 1) electronic transceivers (the radios or cabinets) connected to wired telephone lines; and 2) antennas that send the wireless signals created by the transceivers to be received by individual subscriber units (PCS telephones). Transceivers are typically connected to antennas by coaxial cables.

Because of the short wavelength of PCS services, the antennas require line-of-sight paths for good propagation, and are typically installed above ground level. Antennas are constructed to concentrate energy towards the horizon, with as little energy as possible scattered towards the ground or the sky. This design, combined with the low power of PCS facilities, generally results in no possibility for exposure to approach Maximum Permissible Exposure (MPE) levels, with the exception of areas directly in front of the antennas.

3.0 AT&T RF EXPOSURE POLICY REQUIREMENTS

AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated September 21, 2012, requires that:

1. All sites must be analyzed for RF exposure compliance;
2. All sites must have that analysis documented; and
3. All sites must have any necessary signage and barriers installed.

Pursuant to this guidance, worst-case predictive modeling was performed for the site. This modeling is described below in Section 4.0. Lastly, based on the modeling and survey data, EBI has produced a Compliance Plan for this site that outlines the recommended signage and barriers. The recommended Compliance Plan for this site is described in Section 5.0.

4.0 WORST-CASE PREDICTIVE MODELING

In accordance with AT&T's RF Exposure policy, EBI performed theoretical modeling using RoofView® software to estimate the worst-case power density at the site ground-level resulting from operation of the antennas. RoofView® is a widely-used predictive modeling program that has been developed by Richard Tell Associates to predict both near field and far field RF power density values for roof-top and tower telecommunications sites produced by vertical collinear antennas that are typically used in the cellular, PCS, paging and other communications services. The models utilize several operational specifications for different types of antennas to produce a plot of spatially-averaged power densities that can be expressed as a percentage of the applicable exposure limit.

For this report, EBI utilized antenna and power data provided by AT&T, and compared the resultant worst-case MPE levels to the FCC's occupational/controlled exposure limits outlined in OET Bulletin 65.

The assumptions used in the modeling are based upon information provided by AT&T, and information gathered from other sources. There are no other wireless carriers with equipment installed at this site.

Based on worst-case predictive modeling, there are no modeled areas on any accessible ground-level walking/working surface related to the proposed AT&T antennas that exceed the FCC's occupational or general public exposure limits at this site. At the nearest walking/working surfaces to the AT&T antennas, the maximum power density generated by the AT&T antennas is approximately 2.90 percent of the FCC's general public limit (0.58 percent of the FCC's occupational limit). The composite exposure level from all carriers on this site is approximately 2.90 percent of the FCC's general public limit (0.58 percent of the FCC's occupational limit) at the nearest walking/working surface to each antenna.









The inputs used in the modeling are summarized in the RoofView® export file presented in Appendix C. A graphical representation of the RoofView® modeling results is presented in Appendix D. It should be noted that RoofView® is not suitable for modeling microwave dish antennas; however, these units are designed for point-to-point operations at the elevations of the installed equipment rather than ground-level coverage. Based on AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated September 21, 2012, microwave antennas are considered compliant if they are higher than 20 feet above any accessible walking/working surface. All microwaves on site, if any, are considered compliant and were not included in the modeling analysis.

5.0 RECOMMENDED SIGNAGE/COMPLIANCE PLAN

Signs are the primary means for control of access to areas where RF exposure levels may potentially exceed the MPE. As presented in the AT&T guidance document, the signs must:

- Be posted at a conspicuous point;
- Be posted at the appropriate locations;
- Be readily visible; and
- Make the reader aware of the potential risks prior to entering the affected area.

The table below presents the signs that may be used for AT&T installations.

Informational Signs		Alerting Signs	
	INFO 1		NOTICE
	INFO 2		CAUTION - ROOFTOP
	INFO 3		CAUTION - TOWER
	INFO 4		WARNING

Based upon protocols presented in AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated September 21, 2012, and additional guidance provided by AT&T, the following signage is recommended on the site:

Recommended Signage:

- Green INFO 1 sign posted on or next to the site access gate.
- Yellow CAUTION - TOWER sign posted at the base of the monotree.

No barriers are required for this site. The signage is graphically represented in the Signage Plan presented in Appendix E.

6.0 SUMMARY AND CONCLUSIONS

EBI has prepared this Radiofrequency Emissions Compliance Report for the proposed AT&T telecommunications equipment at the site located at 625 Mount Rose Highway in Incline Village, Nevada.

EBI has conducted theoretical modeling to estimate the worst-case power density from AT&T antennas to document potential MPE levels at this location and ensure that site control measures are adequate to meet FCC and OSHA requirements, as well as AT&T's corporate RF safety policies. As presented in the preceding sections, based on worst-case predictive modeling, there are no modeled exposures on any accessible ground-level walking/working surface related to proposed equipment in the area that exceed the FCC's occupational and general public exposure limits at this site. As such, the proposed AT&T project is in compliance with FCC rules and regulations.

Signage is recommended at the site as presented in Section 5.0 and Appendix E. Posting of the signage brings the site into compliance with FCC rules and regulations and AT&T's corporate RF safety policies.

7.0 LIMITATIONS

This report was prepared for the use of AT&T Mobility, LLC. It was performed in accordance with generally accepted practices of other consultants undertaking similar studies at the same time and in the same locale under like circumstances. The conclusions provided by EBI are based solely on the information provided by the client. The observations in this report are valid on the date of the investigation. Any additional information that becomes available concerning the site should be provided to EBI so that our conclusions may be revised and modified, if necessary. This report has been prepared in accordance with Standard Conditions for Engagement and authorized proposal, both of which are integral parts of this report. No other warranty, expressed or implied, is made.

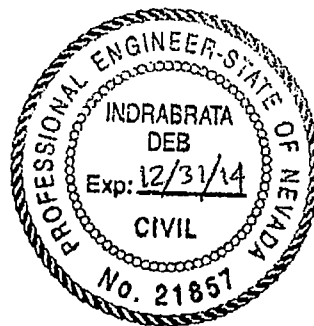
Appendix A

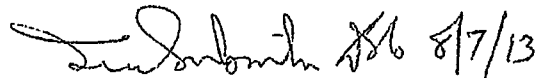
Certifications

RF-EME Compliance Report
EBI Project No. 62138985

Site No. CNU6217
625 Mount Rose Highway, Incline Village, Nevada

Reviewed and Approved by:



 8/7/13

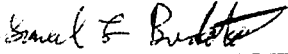
Indrabrata Deb, P.E.

Note that EBI's scope of work is limited to an evaluation of the Radio Frequency – Electromagnetic Energy (RF-EME) field generated by the antennas and broadcast equipment noted in this report. The engineering and design of the building and related structures, as well as the impact of the antennas and broadcast equipment on the structural integrity of the building, are specifically excluded from EBI's scope of work.

Preparer Certification

I, Samuel Burkhardt, state that:

- I am an employee of EnviroBusiness Inc. (d/b/a EBI Consulting), which provides RF-EME safety and compliance services to the wireless communications industry.
- I have successfully completed RF-EME safety training, and I am aware of the potential hazards from RF-EME and would be classified "occupational" under the FCC regulations.
- I am familiar with the FCC rules and regulations as well as OSHA regulations both in general and as they apply to RF-EME exposure.
- I have been trained in on the procedures outlined in AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document (dated 12/09/11) and on RF-EME modeling using RoofView® modeling software.
- I have reviewed the data provided by the client and incorporated it into this Site Compliance Report such that the information contained in this report is true and accurate to the best of my knowledge.



Appendix B

Antenna Inventory

Antenna Number	Operator	Antenna Type	TX Freq (MHz)	ERP (Watts)	Gain (dBd)	Model	Azimuth (deg.)	Length (feet)	Horizontal Beamwidth (Deg.)	X	Y	Z
ATT A1	AT&T	Panel	LTE 700	1815	14.25	Kathrein 800-10766V01 K	45	8	68	11	14	102
ATT A1	AT&T	Panel	LTE 1900	2897	16.35	Kathrein 800-10766V01 K	45	8	62	11	14	102
ATT A2	AT&T	Panel	UMTS 1900	887	16.35	Kathrein 800-10766V01 K	45	8	62	13	10	102
ATT A3	AT&T	Panel	UMTS 1900	887	16.35	Kathrein 800-10766V01 K	45	8	62	11	14	92
ATT A3	AT&T	Panel	UMTS 1900	887	16.35	Kathrein 800-10766V01 K	45	8	62	11	14	92
ATT A4	AT&T	Panel	UMTS 850	600	14.65	Kathrein 800-10766V01 K	45	8	65	13	10	92
ATT A4	AT&T	Panel	UMTS 850	600	14.65	Kathrein 800-10766V01 K	45	8	65	13	10	92
ATT B1	AT&T	Panel	LTE 700	1815	14.25	Kathrein 800-10766V01 K	150	8	68	9	6	102
ATT B1	AT&T	Panel	LTE 1900	2897	16.35	Kathrein 800-10766V01 K	150	8	62	9	6	102
ATT B2	AT&T	Panel	UMTS 1900	887	16.35	Kathrein 800-10766V01 K	150	8	62	5	5	102
ATT B3	AT&T	Panel	UMTS 1900	887	16.35	Kathrein 800-10766V01 K	150	8	62	9	6	92
ATT B3	AT&T	Panel	UMTS 1900	887	16.35	Kathrein 800-10766V01 K	150	8	62	9	6	92
ATT B4	AT&T	Panel	UMTS 850	600	14.65	Kathrein 800-10766V01 K	150	8	65	5	5	92
ATT B4	AT&T	Panel	UMTS 850	600	14.65	Kathrein 800-10766V01 K	150	8	65	5	5	92
ATT C1	AT&T	Panel	LTE 700	1815	14.25	Kathrein 800-10766V01 K	260	8	68	3	11	102
ATT C1	AT&T	Panel	LTE 1900	2897	16.35	Kathrein 800-10766V01 K	260	8	62	3	11	102
ATT C2	AT&T	Panel	UMTS 1900	887	16.35	Kathrein 800-10766V01 K	260	8	62	4	15	102
ATT C3	AT&T	Panel	UMTS 1900	887	16.35	Kathrein 800-10766V01 K	260	8	62	3	11	92
ATT C3	AT&T	Panel	UMTS 1900	887	16.35	Kathrein 800-10766V01 K	260	8	62	3	11	92

RF-EME Compliance Report
EBI Project No. 62138985

USID No. 128193 Site No. CNU6217
625 Mount Rose Highway, Incline Village, Nevada

Antenna Number	Operator	Antenna Type	TX Freq (MHz)	ERP (Watts)	Gain (dBd)	Model	Azimuth (deg.)	Length (feet)	Horizontal Beamwidth (Deg.)	X	Y	Z
ATT C4	AT&T	Panel	UMTS 850	600	14.65	Kathrein 800-10766V01 K	260	8	65	4	15	92
ATT C4	AT&T	Panel	UMTS 850	600	14.65	Kathrein 800-10766V01 K	260	8	65	4	15	92
MCWV A1	AT&T	Microwave	Unknown	Unknown	Unknown	Unknown	Unknown	4	Unknown	13	10	42
MCWV B1	AT&T	Microwave	Unknown	Unknown	Unknown	Unknown	Unknown	4	Unknown	9	6	42

1. Note there are only four (4) AT&T antennas per sector at this site. For clarity, the different frequencies for each antenna are entered on different lines.
2. Note that the microwaves were not included in the predictive modeling analysis because microwaves on site are considered compliant.

Appendix C

Roofview® Export File

Antenna Information

Roof Max Y 120 Roof Max X 100 Map Max Y 150 Map Max X 120 Y Offset 20 X Offset 20 Number of Areas 1 Envelope 1 \$AE\$81:\$DZ \$AE\$81:\$DZ\$200

List Of Areas
\$AE\$81:\$DZ\$200

Standard Method 4 Uptime 2 Scale Factor 1 Low Thr 100 Low Color 1 Mid Thr 500 Mid Color 4 Hi Thr 5000 Hi Color 2 Over Color 3 Ap Ht Mult 1.5 Ap Ht Method 1

Antenna Data

It is advisable to provide an ID (ant 1) for all antennas

ID	Name	(MHz) Freq	Trans Power	Trans Count	Coax Len	Coax Type	Other Loss	Input Power	Calc Power	Mfg	Model	(X)	(Y)	(Z)	Type	(ft) Aper	dBd Gain	BWdth Pt Dir	Uptime Profile	On Flag
ATT A1	LTE	700	39.8	2	10	1/2 LDF	0.5	68.22021	Kathrein	800-10766V01 K	11	14	102	8	14.25	68;58	ON*			
ATT A1	LTE	1900	39.8	2	10	1/2 LDF	0.5	67.12945	Kathrein	800-10766V01 K	11	14	102	8	16.35	62;58	ON*			
ATT A2	UMTS	1900	39.8	1	150	1-1/4 LDF	1.46	20.55337	Kathrein	800-10766V01 K	13	10	102	8	16.35	62;58	ON*			
ATT A3	UMTS	1900	39.8	1	150	1-1/4 LDF	1.46	20.55337	Kathrein	800-10766V01 K	11	14	92	8	16.35	62;58	ON*			
ATT A3	UMTS	1900	39.8	1	150	1-1/4 LDF	1.46	20.55337	Kathrein	800-10766V01 K	11	14	92	8	16.35	62;58	ON*			
ATT A4	UMTS	850	39.8	1	150	1-1/4 LDF	1.46	20.55337	Kathrein	800-10766V01 K	13	10	92	8	14.65	65;58	ON*			
ATT A4	UMTS	850	39.8	1	150	1-1/4 LDF	1.46	20.55337	Kathrein	800-10766V01 K	13	10	92	8	14.65	65;58	ON*			
ATT B1	LTE	700	39.8	2	10	1/2 LDF	0.5	68.22021	Kathrein	800-10766V01 K	9	6	102	8	14.25	68;173	ON*			
ATT B1	LTE	1900	39.8	2	10	1/2 LDF	0.5	67.12945	Kathrein	800-10766V01 K	9	6	102	8	16.35	62;173	ON*			
ATT B2	UMTS	1900	39.8	1	150	1-1/4 LDF	1.46	20.55337	Kathrein	800-10766V01 K	5	5	102	8	16.35	62;173	ON*			
ATT B3	UMTS	1900	39.8	1	150	1-1/4 LDF	1.46	20.55337	Kathrein	800-10766V01 K	9	6	92	8	16.35	62;173	ON*			
ATT B3	UMTS	1900	39.8	1	150	1-1/4 LDF	1.46	20.55337	Kathrein	800-10766V01 K	9	6	92	8	16.35	62;173	ON*			
ATT B4	UMTS	850	39.8	1	150	1-1/4 LDF	1.46	20.55337	Kathrein	800-10766V01 K	5	5	92	8	14.65	65;173	ON*			
ATT B4	UMTS	850	39.8	1	150	1-1/4 LDF	1.46	20.55337	Kathrein	800-10766V01 K	5	5	92	8	14.65	65;173	ON*			
ATT C1	LTE	700	39.8	2	10	1/2 LDF	0.5	68.22021	Kathrein	800-10766V01 K	3	11	102	8	14.25	68;283	ON*			
ATT C1	LTE	1900	39.8	2	10	1/2 LDF	0.5	67.12945	Kathrein	800-10766V01 K	3	11	102	8	16.35	62;283	ON*			
ATT C2	UMTS	1900	39.8	1	150	1-1/4 LDF	1.46	20.55337	Kathrein	800-10766V01 K	4	15	102	8	16.35	62;283	ON*			
ATT C3	UMTS	1900	39.8	1	150	1-1/4 LDF	1.46	20.55337	Kathrein	800-10766V01 K	3	11	92	8	16.35	62;283	ON*			
ATT C3	UMTS	1900	39.8	1	150	1-1/4 LDF	1.46	20.55337	Kathrein	800-10766V01 K	3	11	92	8	16.35	62;283	ON*			
ATT C4	UMTS	850	39.8	1	150	1-1/4 LDF	1.46	20.55337	Kathrein	800-10766V01 K	4	15	92	8	14.65	65;283	ON*			
ATT C4	UMTS	850	39.8	1	150	1-1/4 LDF	1.46	20.55337	Kathrein	800-10766V01 K	4	15	92	8	14.65	65;283	ON*			





Antenna Symbols

Sym	Map Marker	Roof X	Roof Y	Map Label	Description (notes for this table only)
Sym			5	35 AC Unit	Sample symbols
Sym		14		5 Roof Access	
Sym		45		5 AC Unit	
Sym		45		20 Ladder	

Appendix D

Roofview ® Graphics

% of FCC Public Exposure Limit

-  Exposure Level $\geq 5,000$
-  $500 < \text{Exposure Level} \leq 5000$
-  $100 < \text{Exposure Level} \leq 500$
-  Exposure Level ≤ 100

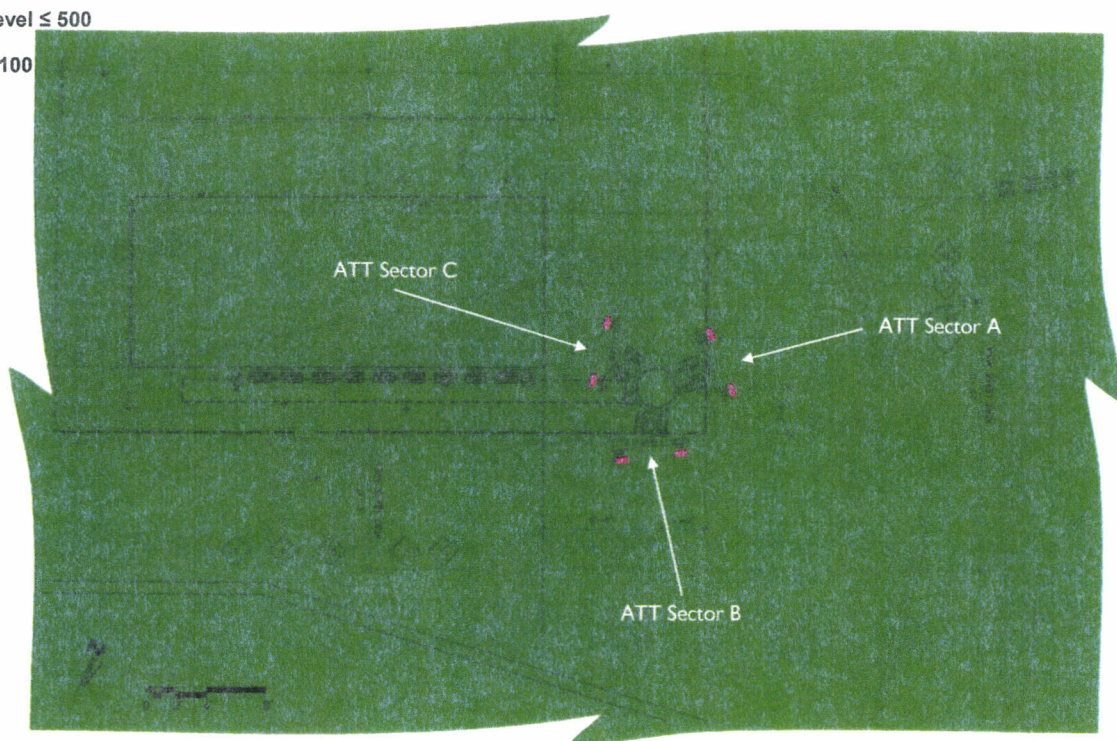


Figure I.
Roofview: Composite Exposure Levels

Facility Operator: AT&T Mobility

Site Name: Incline Village Crystal Bay

AT&T Site Number: CNU6217

USID Number: 128193

Report Date: 08-05-13

 **EBI Consulting**

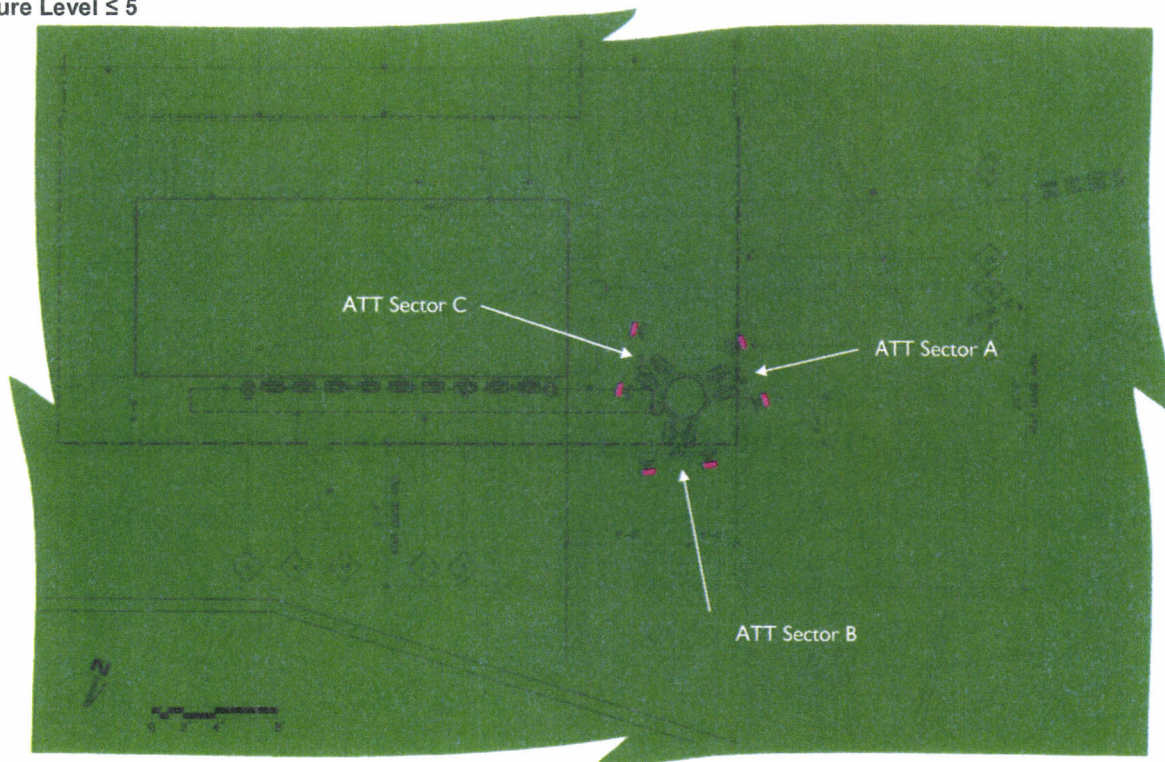
% of FCC Public Exposure Limit



Exposure Level >5



Exposure Level ≤ 5



Note that the areas shown in brown are where AT&T antennas contribute more than 5% of the FCC's general exposure RF limit. These do not overlap any areas in front of other carrier antennas exceeding the FCC's general exposure RF limit because there are no other carriers as shown in Figure 1. Under FCC regulations, AT&T is therefore not responsible for any predicted exceedances of another carrier's antennas.



AT&T Antennas

Figure 2.

Roofview: AT&T Exposure Levels

Facility Operator: AT&T Mobility

Site Name: Incline Village Crystal Bay

AT&T Site Number: CNU6217

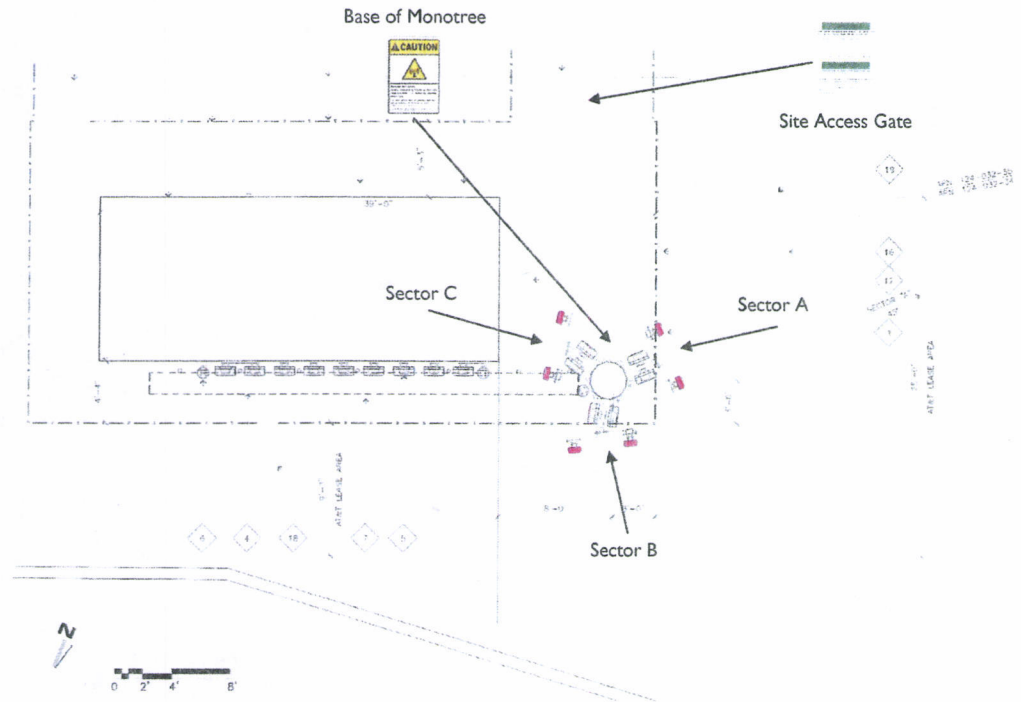
USID Number: 128193

Report Date: 08-05-13



Appendix E

Compliance/Signage Plan



Sign Identification Legend	
	Denotes AT&T Informational Sign 1
	Denotes AT&T Informational Sign 2
	Denotes AT&T Informational Sign 3
	Denotes AT&T Informational Sign 4
	Denotes AT&T NOTICE Sign
	Denotes AT&T CAUTION Sign
	Denotes AT&T WARNING Sign

Compliance/Signage Plan

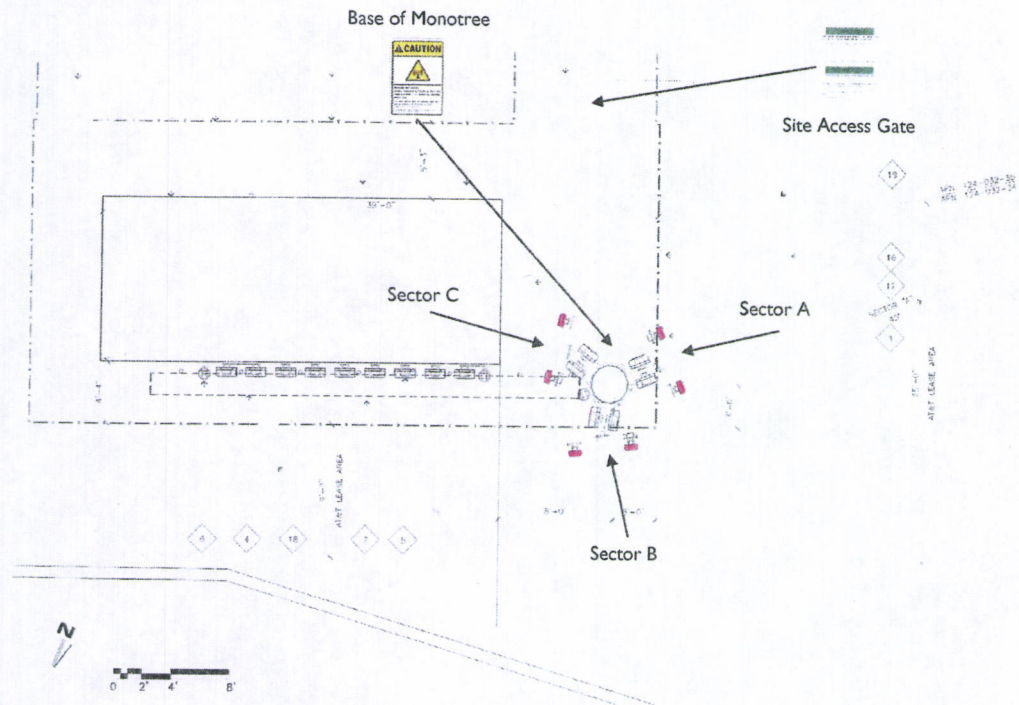
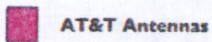
Facility Operator: AT&T Mobility

Site Name: Incline Village Crystal Bay

AT&T Site Number: CNU6217

USID Number: 128193

Report Date: 08-05-13



Sign Identification Legend	
	Denotes AT&T Informational Sign 1
	Denotes AT&T Informational Sign 2
	Denotes AT&T Informational Sign 3
	Denotes AT&T Informational Sign 4
	Denotes AT&T NOTICE sign
	Denotes AT&T CAUTION sign
	Denotes AT&T WARNING sign

Compliance/Signage Plan

Facility Operator: AT&T Mobility

Site Name: Incline Village Crystal Bay

AT&T Site Number: CNU6217

USID Number: 128193

Report Date: 08-05-13

Market: Northern California
Cell Site No.: CNU6217
Search Ring Name: Incline Village – Crystal Bay
Cell Site Name: Incline Village – Crystal Bay (NV)
Fixed Asset No.: 10151384
Address: 625 Mt. Rose Highway, Incline Village, NV 89451
07.09.14 FINAL

EXHIBIT D

Memorandum of Revocable License Agreement

This memorandum evidences that an exclusive revocable license was granted by a written Revocable License Agreement dated _____, 2014 (“Agreement”) between Washoe County, a political Subdivision of the State of Nevada (“Licensor”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as (“Licensee”).

Such Revocable License Agreement provides in part that Licensor grants to Licensee certain rights to use approximately 1,301 square feet of space located within the County Maintenance Yard located at 625 Mt. Rose Highway, Incline Village, Washoe County, Nevada 89451 APN# 124-032-34 (the “Property”), to install a monopine antenna and cellular equipment for an Initial Term of ten (10) years, commencing on receipt by Licensee of a Washoe County Certificate of Occupancy, which will be memorialized by a letter of Commencement provided by Licensee and includes four (4) additional renewal options of five (5) years each, which term is subject to revocation by Licensor, as provided in the Revocable License Agreement.

No Transfer of the License by Licensee shall be allowed under any circumstances except only to (i) Licensee’s Affiliate, or (ii) to an entity which acquires all or substantially all of the Tenant’s assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization.

No additional equipment shall be installed on the Property to benefit any Third Party user without prior written approval from Licensor.

The conditions, covenants and provisions of the License, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Licensee and Licensor.

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Market: Northern California
Cell Site No.: CNU6217
Search Ring Name: Incline Village – Crystal Bay
Cell Site Name: Incline Village – Crystal Bay (NV)
Fixed Asset No.: 10151384
Address: 625 Mt. Rose Highway, Incline Village, NV 89451
07.09.14 FINAL

IN WITNESS WHEREOF, Licensors and Licensee have each caused this Memorandum to be duly executed on the date first written hereinabove.

LICENSOR: WASHOE COUNTY, a political subdivision of the State of Nevada

By: _____
David Humke, Chairman
Washoe County Commission

Date: _____, 2014

LICENSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Its: _____

Date: _____, 2014

[Notary Acknowledgments Appear On Following Page]

Market: Northern California
Cell Site No.: CNU6217
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Fixed Asset No.: 10151384
Address: 625 Mt. Rose Highway, Incline Village, NV 89451
07.09.14 FINAL

LICENSOR ACKNOWLEDGMENT

STATE OF NEVADA)

COUNTY OF WASHOE)

On this _____ day of _____, 2014, before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared _____, known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Notary Public

LICENSEE ACKNOWLEDGMENT

State of California)
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)